

4/2/01

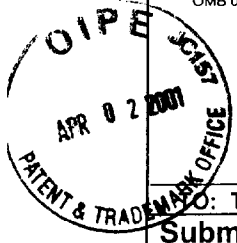
06-28-2001

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



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

101739078



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		Conveyance Type	
<input type="checkbox"/> New	<input type="checkbox"/> Resubmission (Non-Recordation) Document ID # <input type="text"/>	<input type="checkbox"/> Assignment	<input type="checkbox"/> License
<input type="checkbox"/> Correction of PTO Error Reel # <input type="text"/> Frame # <input type="text"/>	<input type="checkbox"/> Corrective Document Reel # <input type="text"/> Frame # <input type="text"/>	<input checked="" type="checkbox"/> Security Agreement	<input type="checkbox"/> Nunc Pro Tunc Assignment Effective Date Month Day Year <input type="text"/>
		<input type="checkbox"/> Merger	
		<input type="checkbox"/> Change of Name	
		<input type="checkbox"/> Other <input type="text"/>	

Conveying Party Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
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.)

04/05/2001 GTDN11 00000200 75433278

01 FC:481 40.00 DP

02 FC:482 250.00 DP

FOR OFFICE USE ONLY

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

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

TRADEMARK
REEL: 002278 FRAME: 0426

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" value="75433278"/>	<input type="text" value="75433180"/>	<input type="text"/>	<input type="text" value="1960333"/>	<input type="text" value="1961979"/>	<input type="text"/>
<input type="text" value="75622063"/>	<input type="text" value="75433178"/>	<input type="text"/>	<input type="text" value="1961978"/>	<input type="text" value="1961980"/>	<input type="text"/>
<input type="text" value="75622378"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2004046"/>	<input type="text" value="2395440"/>	<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

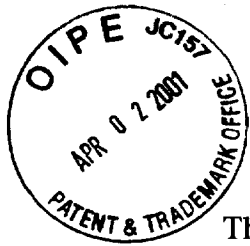
Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)
Deposit Account Number: #

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.

Name of Person Signing Signature Date Signed



TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of March 28, 2001 by **E3 CORPORATION** (formerly known as Technology Investment Leasing & Loan, Inc.) ("Debtor") and **FIRST UNION NATIONAL BANK** ("Bank")

WITNESSETH:

WHEREAS, Bank and Debtor have made and entered into a certain Amended and Restated Loan and Security Agreement, dated as of June 1, 2000, as amended (as amended, modified, supplemented and restated from time to time, the "Loan Agreement"), and Bank and Debtor, E3 North America, Inc. and Inventory Management Institute, Inc. have made and entered into a certain Security Agreement, dated as of even date herewith (as amended, modified, supplemented and restated from time to time, the "Security Agreement"; capitalized terms used herein and not defined herein shall have the meanings ascribed thereto in the Loan Agreement or, if not defined therein or herein, in the Security Agreement); and

WHEREAS, the financial accommodations to be extended to the Debtor under the Loan Agreement will inure to the benefit of Debtor; and

WHEREAS, Bank has required, as a condition to the extension of financial accommodations to be extended to Borrowers under the Loan Agreement, that Debtor pledges to Bank and grants to Bank a Lien on and in its "Trademarks" (as defined herein) as security for the Obligations; and

WHEREAS, Debtor is willing to execute and deliver this Agreement in order to induce Bank to make financial accommodations set forth in the Loan Agreement;

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

1. Defined Terms. Unless otherwise defined herein, each capitalized term used herein that is defined in the Loan Agreement shall have the meaning specified for such term in the Loan Agreement.
2. Incorporation of Premises. The premises set forth above are incorporated into this Agreement by this reference thereto and are made a part hereof.
3. Incorporation of the Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto.
4. Security Interest in Trademarks. To secure the complete and timely payment, performance and satisfaction of all of the Obligations, Debtor hereby grants, assigns, transfers and pledges to the Bank, a security interest in and lien on as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale, to the extent

permitted by law, upon the occurrence and during the continuation of an Event of Default, all of Debtor's right, title and interest in and to the following, whether, now existing or hereafter acquired: (i) all trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including, without limitation, the trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications listed on Schedule I attached hereto and made a part hereof, and (a) all renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (c) the right to sue or otherwise recover for past, present and future infringements and dilutions thereof, (d) the goodwill of Debtor's business symbolized by the foregoing and connected therewith, (e) all of Debtor's rights corresponding thereto throughout the world, and (f) all other proceeds and products of the foregoing, including (without limitation) any rights pursuant to its agreements with any other party relating thereto (all of the foregoing trademarks, trade names, registered trademarks and trademark applications, service marks, registered service marks and service mark applications, together with the items described in clauses (a)-(f) in this Section 4(i), are sometimes hereinafter individually and/or collectively referred to as the "Trademarks"), and (ii) the goodwill of Debtor's business connected with and symbolized by the Trademarks.

5. Restrictions on Future Agreements. Debtor agrees that it will not, without the Bank's prior written consent, enter into any agreement, including, without limitation, any license agreement, which is inconsistent with this Agreement, and Debtor further agrees that it will not take any action, and will use its best efforts not to permit any action to be taken by others subject to its control, including, without limitation, licensees, or fail to take any action, which would affect the validity or enforcement of the rights transferred to the Bank under this Agreement or the rights associated with the Trademarks.

6. New Trademarks. Debtor represents and warrants that, from and after the date hereof, (a) the Trademarks listed on Schedule 1 are a true, accurate and complete list of all of material Debtor's Trademarks currently used in Debtor's business, and (b) no Liens in such Trademarks have been granted by Debtor to any Person, other than the Bank and except as permitted in the Loan Agreement. If, prior to payment in full of the Obligations and the termination of this Agreement, Debtor shall (i) obtain rights to any new Trademarks or (ii) become entitled to the benefit of any Trademarks, the provisions of Section 4 above shall automatically apply thereto. Debtor shall give to the Bank written notice of the acquisition of new Trademarks promptly after the occurrence thereof. Debtor may, and hereby authorizes the Bank to, modify this Agreement unilaterally upon Debtor's notice to the Bank (i) by amending Schedule I to include any future Trademarks and (ii) by filing, in addition to and not in substitution for this Agreement, a duplicate original of this Agreement containing on Schedule I thereto, as the case may be, such future Trademarks.

7. Covenants and Warranties. Debtor represents, warrants, and covenants that to the best of Debtor's knowledge: (i) the Trademarks are subsisting, have not been adjudged invalid or unenforceable in whole or in part, and are not currently being challenged in any way; (ii) none of the Trademarks has lapsed or expired; (iii) no claim has been made that the use of any of the

Trademarks in the conduct of Debtor's business constitutes an infringement of any senior or dominant U.S. trademark or other intellectual property right; (iv) Debtor owns the entire right, title, and interest in and to each of the Trademarks free and clear of any liens and encumbrances of every kind and nature, except for the rights granted by Debtor pursuant to this Agreement; and (v) Debtor shall continue to use, until the Obligations shall have been satisfied in full and the Loan Agreement shall have been terminated, proper statutory notice in connection with its exercise of the Trademarks.

8. Grant of License. Bank hereby grants to Debtor the royalty-free, exclusive, nontransferable right and license to use the Trademarks for Debtor's own benefit and account and for none other. Such right and license shall be exercisable by Debtor only until the occurrence of an Event of Default. Except as otherwise permitted by Loan Agreement, Debtor agrees not to sell or assign its interest in, or grant any sublicense under, the right and license granted to it in this Section without the prior written consent of Bank..

9. Royalties. Debtor hereby agrees that the use by the Bank of the Trademarks as authorized hereunder in connection with the Bank's exercise of its rights and remedies under Section 16 or pursuant to any Loan Document shall be coextensive with Debtor's rights thereunder and with respect thereto and without any liability for royalties or other related charges from Bank to Debtor.

10. Right to Inspect; Further Agreements and Security Interest. The Bank may from time to time hereafter have access to, examine, audit, make copies (at Debtor's expense) and extracts from and inspect Debtor's premises and examine Debtor's books, records and operations relating to the Trademarks.

11. Nature and Continuation of the Bank's Security Interest. This Agreement is made for collateral security purposes only. This Agreement shall create a continuing security interest in the Trademarks and shall terminate only when the Obligations have been paid in full and the Loan Agreement has been terminated.

12. Duties of the Debtor. Debtor shall have the duty, to the extent desirable in the normal conduct of its business, to (a) prosecute diligently any trademark application or service mark application that is part of the Trademarks pending as of the date hereof or hereafter until the termination of this Agreement, (b) make application on untrademarked but trademarkable items, as appropriate, giving due consideration to value, importance, cost, and opinion of counsel as to trademarkability, and (c) preserve, maintain, and enforce against infringement all Trademarks (other than nonpayment of renewal fees on trademarks which are not necessary or useful in the conduct of Debtor's business or operations, if so consented to by Bank). Debtor further agrees (i) not to abandon any registered Trademark without the prior written consent of the Bank, and (ii) to maintain in full force and effect the registered Trademarks. Any expenses incurred in connection with the foregoing shall be borne by Debtor. The Bank shall not have any duty, other than any duty imposed by law, with respect to the Trademarks. Without limiting the generality of the foregoing, the Bank shall be under no obligation to take any steps necessary to preserve rights in the Trademarks against any other parties, but the Bank may do so at its option from and after the occurrence of an Event of Default, and all expenses incurred in

connection therewith shall be for the account of Debtor and shall be added to the Obligations secured hereby.

13. The Bank's Right to Sue. From and after the occurrence of an Event of Default, the Bank shall have the right, but shall not be obligated, to bring suit in its own name to enforce the Trademarks and, if the Bank shall commence any such suit, Debtor shall, at the request of the Bank, do any and all lawful acts and execute any and all proper documents reasonably required by the Bank in aid of such enforcement, including joining in any litigation involving the Trademarks as a party thereto. Debtor shall, upon demand, promptly reimburse the Bank for all reasonable costs and expenses incurred by the Bank in the exercise of its rights under this Section 13 (including, without limitation, reasonable fees and expenses of attorneys and paralegals for the Bank).

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

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

16. Power of Attorney; Cumulative Remedies. Debtor hereby irrevocably designates, constitutes and appoints the Bank (and all officers and Banks of the Bank designated by the Bank in its sole and absolute discretion) as Debtor's true and lawful attorney-in-fact, and authorizes the Bank and any of the Bank's designees, in Debtor's or the Bank's name, upon the occurrence and during the continuation of an Event of Default to take any action and execute any instrument necessary or reasonably advisable to accomplish the purposes of this Agreement, and consistent with existing license agreements, including, without limitation, to (i) endorse Debtor's name on all applications, documents, papers and instruments necessary or reasonably desirable for the Bank in the use of the Trademarks, (ii) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone, (iii) grant or issue any exclusive or nonexclusive license under the Trademarks to anyone, and (iv) take any other actions with respect to the Trademarks as the Bank deems in its best interest. Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until this Agreement is terminated. Debtor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of the Bank under the Loan Agreement or any other Loan Document, but rather is intended to facilitate the exercise of such rights and remedies.

The Bank shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks may be located or deemed located. Upon the occurrence of an Event of Default

and following the expiration of any applicable notice and/or cure periods and the election by the Bank to exercise any of its remedies under Section 9-504 or Section 9-505 of the Uniform Commercial Code as in effect in the State of Georgia with respect to the Trademarks, Debtor agrees to assign, convey and otherwise transfer title in and to the Trademarks to the Bank or any transferee of the Bank and to execute and deliver to the Bank or any such transferee all such agreements, documents and instruments as may be necessary, in the Bank's sole discretion, to effect such assignment, conveyance and transfer. All of the Bank's rights and remedies with respect to the Trademarks, whether established hereby, by the Loan Agreement or by any other agreements or by law, shall be cumulative and may be exercised separately or concurrently. Notwithstanding anything set forth herein to the contrary, it is hereby expressly agreed that upon the occurrence of an Event of Default and following the expiration if any applicable notice and/or cure periods, the Bank may exercise any of the rights and remedies provided in this Agreement, the Loan Agreement or any of the other Loan Documents. Debtor hereby acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Bank under the Loan Agreement, but rather is intended to facilitate the exercise of such rights and remedies. Debtor agrees that any notification of intended disposition of any of the Trademarks required by law shall be deemed reasonably and properly given if given at least seven (7) days before such disposition; provided, however, that the Bank may give any shorter notice that is commercially reasonable under the circumstances.

17. Successors and Assigns. This Agreement shall be binding upon Debtor and its successors and assigns, and shall inure to the benefit of Bank and its nominees, successors and assigns. Debtor's successors and assigns shall include, without limitation, a receiver or a trustee of Debtor; provided, however, that Debtor shall not voluntarily assign or transfer its rights or obligations hereunder without the Bank's prior written consent.

18. Governing Law. This Agreement shall be construed and enforced and the rights and duties of the parties shall be governed by in all respects in accordance with the laws and decisions of the State of Georgia, without reference to the conflicts or choice of law principles thereof.

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

20. Continuing Lien, Transfers by Bank. This Agreement shall create a continuing security interest and collateral assignment of the Trademarks and shall (i) remain in full force and effect until payment in full of the Obligations and the termination of the Bank's lending commitments to Debtor, (ii) be binding upon Debtor, its successors and assigns, and (iii) inure to the benefit of Bank and its successors, transferees and assigns. Without limiting the generality of the foregoing clause (iii), Bank may assign or otherwise transfer any Obligations held by it, and such other benefits in respect thereof granted to the Bank herein or otherwise, to any other Person, except, prior to a Default or Event of Default, Bank will not transfer the same to known competitors of Debtor. Upon the payment in full of the Obligations, and the termination of the Bank's lending commitments to Debtor, the assignment hereunder shall terminate and all rights to the Trademarks shall revert to the Debtor or to any other Person as may be designated by the Debtor, subject to any disposition thereof which may have been

made by the Bank pursuant hereto or pursuant to the Loan Agreement. Upon any such termination, the Bank shall, at Debtor's expense, execute and deliver to the Debtor such documents as the Debtor shall reasonably request to evidence such termination.

21. Interpretation. In the event of an irreconcilable conflict between the terms of this Agreement and the terms of the Loan Agreement, the Loan Agreement shall govern.

22. Bank. The powers conferred on the Bank hereunder are solely to protect its interest in the Trademarks and shall not impose any duty upon the Bank to exercise any such powers. Except for the safe custody of any Trademarks in its actual possession and the accounting for moneys actually received by it hereunder, the Bank shall have no duty as to any Trademark or as to the taking of any necessary steps to preserve rights against prior parties or any other rights pertaining to any Trademark. The Bank shall be deemed to have exercised reasonable care in the custody and preservation of any Trademark in its actual possession if such Trademark is accorded treatment substantially equal to that which the Bank accords its own property.

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

DEBTOR:

E3 CORPORATION

By: *Richard J. Reynolds Jr.*
Title: *President & CEO*

Attest: *Jim P.*
Title: *General Counsel & Assistant Secretary*

[SEAL]

Agreed and Accepted as of
this March *24*, 2001

FIRST UNION NATIONAL BANK

By: *Jim Wilson*
Title: *Vice President*

STATE OF GEORGIA)
)ss.:
COUNTY OF FULTON)

The foregoing Trademark Security Agreement as executed and acknowledged before me this March 28, 2001 by Richard J. Lynch and Susan Bain personally known to me to be the President & CEO and General Counsel, respectively, of E3 CORPORATION, a Georgia corporation, on behalf of such corporation.

(SEAL)

Yvonne G. Rowland
Notary Public

My Commission expires:

Notary Public, Cobb County, Georgia.
My Commission Expires February 16, 2002.

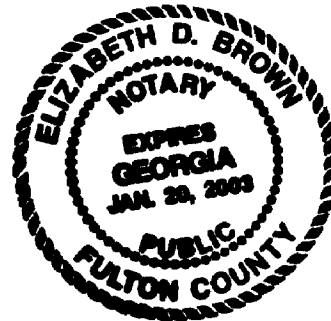
STATE OF GEORGIA)
)ss.:
COUNTY OF FULTON)

The foregoing Trademark Security Agreement as executed and acknowledged before me this March 29, 2001 by JIM ULMER, personally known to me to be a Vice President of FIRST UNION NATIONAL BANK

(SEAL)

Elizabeth Brown
Notary Public

My Commission expires: 1/20/03



Schedule 1
To
Trademark Security Agreement

Dated as of March 26 2001
(Attached)

TRADEMARKS

being assigned by

E3 CORPORATION

<u>MMM Ref. No.</u>	<u>Mark Goods/Services</u>	<u>Jurisdiction</u>	<u>Reg. No. or Appln. No.</u>	<u>Reg. Date or Filing Date</u>	<u>Ownership</u>	<u>Status</u>
4178-13662	<p>E3</p> <p><i>Computer software application programs used in inventory and purchase order management in Int. Class 9</i></p> <p><i>Educational services, namely conducting seminars and workshops in the field of computer software systems used for inventory and purchase order management, and related consulting services in Int. Class 41</i></p>	United States	1,960,333	3/5/96	E3 Associates, LTD assigned this trademark to E3 Corporation on February 23, 1998	<ul style="list-style-type: none"> Sections 8 & 15 affidavits due <u>March 5, 2002.</u>
4178-13663	<p>MISCELLANEOUS DESIGN</p> <p><i>Computer software application programs used in inventory and purchase order management in Int. Class 9</i></p> <p><i>Educational services, namely conducting seminars and workshops in the field of computer software systems used for inventory and purchase order management, and related consulting services in Int. Class 41</i></p>	United States	1,961,978	3/12/96	E3 Associates, LTD assigned this trademark to E3 Corporation on February 23, 1998	<ul style="list-style-type: none"> Sections 8 & 15 affidavits due <u>March 12, 2002.</u>

<u>MMM Ref. No.</u>	<u>Mark Goods/Services</u>	<u>Jurisdiction</u>	<u>Reg. No. or Appl. No.</u>	<u>Reg. Date or Filing Date</u>	<u>Ownership</u>	<u>Status</u>
4178-13665	<i>E3SLIM</i> <i>Computer software application programs used for inventory and purchase order management in Int. Class 9</i>	United States	2,004,046	10/1/96	Technology Investment Leasing and Loan, Inc. assigned this trademark to E3 Corporation on February 11, 1998	<ul style="list-style-type: none"> Sections 8 & 15 affidavits due <u>October 1, 2002</u>
4178-13666	<i>E3CRISP</i> <i>Computer software application programs used for inventory and purchase order management in Int. Class 9</i>	United States	1,961,979	3/12/96	Technology Investment Leasing and Loan, Inc. assigned this trademark to E3 Corporation on February 11, 1998	<ul style="list-style-type: none"> Sections 8 & 15 affidavits due <u>March 12, 2002</u>
4178-13667	<i>E3TRIM</i> <i>Computer software application programs used for inventory and purchase order management in Int. Class 9</i>	United States	1,961,980	3/12/96	Technology Investment Leasing and Loan, Inc. assigned this trademark to E3 Corporation on February 11, 1998	<ul style="list-style-type: none"> Sections 8 & 15 affidavits due <u>March 12, 2002</u>
4178-20326	<i>C3</i> <i>Computer software for identifying and negotiating product demand in the supply chain industry in Int. Class 9</i>	United States	75/433,278	2/12/98	E3 Corporation	<ul style="list-style-type: none"> Statement of Use due <u>August 1, 2001</u>

<u>MMM Ref. No.</u>	<u>Mark Goods/Services</u>	<u>Jurisdiction</u>	<u>Reg No. or Appln. No.</u>	<u>Reg. Date or Filing Date</u>	<u>Ownership</u>	<u>Status</u>
4178-20327	E3TALK <i>Computer software for use by wholesalers, retailers and manufacturers for identifying and negotiating product demand and price in Int. Class 9</i>	United States	75/433,178	2/12/98	E3 Corporation	<ul style="list-style-type: none"> • <i>Statement of Use due <u>March 1, 2001.</u></i>
4178-20328	E3DO <i>Computer software for use by wholesalers, retailers and manufacturers for identifying and negotiating product demand and price in Int. Class 9</i>	United States	75/433,180	2/12/98	E3 Corporation	<ul style="list-style-type: none"> • <i>Statement of Use due <u>April 24, 2001.</u></i>
4178-13489	CONSUMER OUTLOOK! <i>Computer software data mining application system comprised of on-line and batch processing, which analysis retail point of sales activity and other casual data to determine consumer behavior patterns and converts these into consumer product profiles for replenishment processes in Int. Class 9</i>	United States	75/622,378	1/19/99	Market Data Solutions, Inc. assigned this trademark to E3 Corporation on March 30, 2000	<ul style="list-style-type: none"> • <i>Application suspended</i>
4178-13489	PINPOINT! <i>A Pattern "fitting" technology system that continuously monitors replenishment systems and profiles in Int. Class 9</i>	United States	75/622,063	1/19/99	Market Data Solutions, Inc. assigned this trademark to E3 Corporation on March 30, 2000	<ul style="list-style-type: none"> • <i>Application abandoned</i>

<u>MMM Ref. No.</u>	<u>Mark Goods/Services</u>	<u>Jurisdiction</u>	<u>Reg No. or Appln. No.</u>	<u>Reg. Date or Filing Date</u>	<u>Ownership</u>	<u>Status</u>
4178-13489	FORESHARE! <i>System comprised of computer software and hardware that provides an interactive on-line data repository for the scheduling and exchange of collaborative information between trade partners by means of a global computer network, specifically sales forecasts, order forecasts, event forecasts, geographical consumer behavior information, and other partner performance information in Int. Class 9</i>	United States	2,395,440	10/17/2000	Market Data Solutions, Inc. assigned this trademark to E3 Corporation on March 30, 2000	<ul style="list-style-type: none"> Registered Sections 8 & 15 affidavits due <u>October 17, 2006</u>.



Secretary of State
Corporations Division
315 West Tower
#2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

DOCKET NUMBER : 010890317
 CONTROL NUMBER : J701921
 DATE INC/AUTH/FILED: 11/07/1986
 JURISDICTION : GEORGIA
 PRINT DATE : 03/30/2001
 FORM NUMBER : 215

NELSON MULLINS & RILEY & SCARBOROUGH
 ALEX HAMILTON
 999 PEACHTREE ST NE STE 1400
 ATLANTA, GA 30309

*evidence
 of name
 change*

CERTIFIED COPY

I, Cathy Cox, the Secretary of State of the State of Georgia, do hereby certify under the seal of my office that the attached documents are true and correct copies of documents filed under the name of

E3 CORPORATION
A DOMESTIC PROFIT CORPORATION

Said entity was formed in the jurisdiction set forth above and has filed in the Office of Secretary of State on the date set forth above its certificate of limited partnership, articles of incorporation, articles of association, articles of organization or application for certificate of authority to transact business in Georgia.

This certificate is issued pursuant to Title 14 of the Official Code of Georgia Annotated and is prima-facie evidence of the existence or nonexistence of the facts stated herein.



Cathy Cox

Cathy Cox
 Secretary of State

TRADEMARK

REEL: 002278 FRAME: 0441

Secretary of State
Corporations Division
Suite 315, West Tower
2 Martin Luther King Jr. Dr.
Atlanta, Georgia 30334-1530

• DOCKET NUMBER : 980130149
CONTROL NUMBER: 8701921
EFFECTIVE DATE: 01/01/1998
REFERENCE : 0045
PRINT DATE : 01/13/1998
FORM NUMBER : 611

MORRIS, MANNING & MARTIN, L.L.P.
PATRICIA E. HUGHES
3343 PEACHTREE RD., STE. 1600
ATLANTA, GA 303261044

CERTIFICATE OF NAME CHANGE AMENDMENT

I, Lewis A. Massey, the Secretary of State and the Corporation Commissioner of the State of Georgia, do hereby certify under the seal of my office that

**TECHNOLOGY INVESTMENT LEASING & LOAN, INC.
A DOMESTIC PROFIT CORPORATION**

has filed articles of amendment in the office of the Secretary of State changing its name to

E3 CORPORATION

and has paid the required fees as provided by Title 14 of the Official Code of Georgia Annotated. Attached hereto is a true and correct copy of said articles of amendment.

WITNESS my hand and official seal in the City of Atlanta and the State of Georgia on the date set forth above.



Lewis A. Massey

Lewis A. Massey
Secretary of State

TRADEMARK
REEL: 002278 FRAME: 0442

980130149

**ARTICLES OF AMENDMENT
OF
TECHNOLOGY INVESTMENT LEASING & LOAN, INC.**

8701921

1.

The name of the corporation is: Technology Investment Leasing & Loan, Inc.

2.

Article I of the Articles of Incorporation of the corporation shall be amended, effective January 1, 1998 at 12:01 a.m., Eastern Standard time, to be and read as follows:

"I.

The name of the corporation is "E3 Corporation".

3.

Article V of the Articles of Incorporation of the Corporation shall be amended, effective January 1, 1998, at 12:01 a.m., Eastern Standard time, by deleting said Article V and substituting the following:

"V.

The Corporation shall have authority, acting by and through its Board of Directors, to issue not more than Fifty Million (50,000,000) shares of Common Stock having a par value of \$0.05 per share."

4.

The amendments were duly adopted on December 10th, 1997.

5.

The amendments were adopted by the Board of Directors and adopted by the Shareholders in accordance with the provisions of O.C.G.A. Section 14-2-1003.

0300123.01

IN WITNESS WHEREOF, the Corporation has caused these Articles of Amendment to be executed by a duly authorized officer on the 10th day of December, 1997.

TECHNOLOGY INVESTMENT LEASING &
LOAN, INC.

By: 
Anders H. Herlitz, Chairman & Chief
Executive Officer

CERTIFICATE REGARDING PUBLICATION

The undersigned certifies that, prior to the filing of the Articles of Amendment of Technology Investment Leasing & Loan, Inc., a request for publication of a notice of intent to file the Articles of Amendment to change the name of the corporation and payment therefor has been made as required by O.C.G.A. § 14-2-1006.1(b).

This the 10th day of December, 1997.

TECHNOLOGY INVESTMENT LEASING &
LOAN, INC.

By: 
Anders H. Herlitz, Chairman & Chief
Executive Officer

0300123.01

TRADEMARK
REEL: 002278 FRAME: 0445

Secretary of State
Business Services and Regulation

Suite 315, West Tower
2 Martin Luther King Jr. Dr.
Atlanta, Georgia 30334-1530

DOCKET NUMBER : 930410156
CONTROL NUMBER : 8701921
EFFECTIVE DATE : 01/04/1993
REFERENCE : 0010
PRINT DATE : 02/10/1993
FORM NUMBER : 119

JEFF D. WOODWARD
233 PEACHTREE STREET, NE
1400 HARRIS TOWER
ATLANTA, GA 30303

CERTIFICATE OF SHARE EXCHANGE

I, **MAX CLELAND**, Secretary of State and the Corporation Commissioner of the State of Georgia, do hereby certify under the seal of my office that articles or certificate of share exchange have been filed on the effective date set forth above regarding

TECHNOLOGY INVESTMENT LEASING & LOAN, INC.
a Georgia corporation
and
E3 ASSOCIATES, LTD.
a Georgia corporation

and that the fees have been paid as provided by Title 14 of the Official Code of Georgia Annotated. Attached hereto is a true and correct copy of said articles or certificate of share exchange.

WITNESS my hand and official seal in the City of Atlanta and the State of Georgia on the date set forth above.



Max Cleland

MAX CLELAND
SECRETARY OF STATE

Verley J. Spivey

VERLEY J. SPIVEY
DEPUTY SECRETARY OF STATE

SECURITIES
656-2894

CEMETERIES
656-3079

CORPORATIONS
656-2817

CORPORATIONS HOT-LINE
404-656-2.22

TRADEMARK
REEL: 002278 FRAME: 0446

93-41156

**CERTIFICATE OF SHARE EXCHANGE BETWEEN
TECHNOLOGY INVESTMENT LEASING & LOAN, INC.
AND
E3 ASSOCIATES, LTD.**

I.

The Board of Directors and shareholders of TECHNOLOGY INVESTMENT LEASING & LOAN, INC., a Georgia corporation, and the Board of Directors and shareholders of E3 ASSOCIATES, LTD., a Georgia corporation, have duly approved a Plan of Share Exchange.

II.

The name of the acquiring corporation is TECHNOLOGY INVESTMENT LEASING & LOAN, INC., a Georgia corporation. The name of the acquired corporation is E3 ASSOCIATES, LTD., a Georgia corporation.

III.

The executed Plan of Share Exchange is on file at the principal place of business of TECHNOLOGY INVESTMENT LEASING & LOAN, INC. which is located at 1800 Parkway Place, Suite 600, Marietta, Georgia.

IV.

A copy of the Plan of Share Exchange will be provided by TECHNOLOGY INVESTMENT LEASING & LOAN, INC., on request and without cost, to any shareholder of TECHNOLOGY INVESTMENT LEASING & LOAN, INC. or E3 ASSOCIATES, LTD.

V.

Pursuant to the Plan of Share Exchange, the share exchange between E3 ASSOCIATES, LTD. and TECHNOLOGY INVESTMENT LEASING & LOAN, INC. shall be effective as of January 1, 1993.

TECHNOLOGY INVESTMENT LEASING &
LOAN, INC.

By: *Anders H. Herlitz*
Anders H. Herlitz, President and CEO

[CORPORATE SEAL]

ATTEST:

By: *Christina R. Herlitz*
Christina R. Herlitz, Secretary

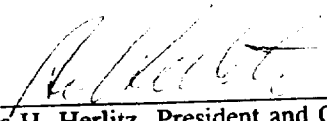
[Signatures continued on following page.]

FEB 10 11 00 AM '93
SECRETARY OF STATE

JAN 10 10 50 AM '93

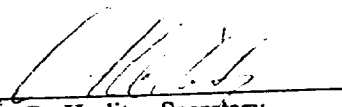
[Signatures continued from previous page.]

E3 ASSOCIATES, LTD.

By: 
Anders H. Herlitz, President and CEO

[CORPORATE SEAL]

ATTEST:

By: 
Christina R. Herlitz, Secretary

JDW:E3-54\wpc
92-372-03


APR 11 1993
11 11 11

CERTIFICATE OF PUBLICATION NOTICE

I, the undersigned, hereby verify that I am the duly elected and acting Secretary of Technology Investment Leasing & Loan, Inc., a Georgia corporation, and that Technology Investment Leasing & Loan, Inc. has delivered to the Fulton County Daily Report on December 23, 1992, which is the official organ of Fulton County where the registered office of Technology Investment Leasing & Loan, Inc. located, a request to publish a notice of the intent to deliver to the Secretary of State a certificate of share exchange which will effect a share exchange between Technology Investment Leasing & Loan, Inc., a Georgia corporation, and E3 Associates, Ltd., a Georgia corporation. I further verify that E3 Associates, Ltd. submitted payment in the amount of Forty Dollars (\$40.00) with the request for publication.

IN WITNESS WHEREOF, I have hereunto affixed my signature as of this 22nd day of December, 1992.

TECHNOLOGY INVESTMENT LEASING &
LOAN, INC.

By:  [SEAL]
Christina R. Herlitz, Secretary

JDW:E3:56/wpca
93-372-03

DUPLICATE DUPLICATE



87-1921
33

OFFICE OF SECRETARY OF STATE

I, Max Cleland, Secretary of State of the State of Georgia, do hereby certify that

"TECHNOLOGY INVESTMENT LEASERS & LOAN, INC."

has been duly incorporated under the laws of the State of Georgia on the 7th day of November, 19 86, by the filing of articles of incorporation in the office of the Secretary of State and the fees therefor paid, as provided by law, and that attached hereto is a true copy of said articles of incorporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and
affixed the seal of my office, at the Capitol in the City of
Atlanta, this 7th day of November, 1986,
of our Lord One Thousand Nine Hundred and
86, and of the Independence of the United States
of America the Two Hundred and

Max Cleland

SECRETARY OF STATE
COMMUNIST PARTY MEMBER

ARTICLES OF INCORPORATION
OF
TECHNOLOGY INVESTMENT LEASING ~~AND~~ ^{TEG} LOAN, INC.

I.

The name of the corporation shall be: "TECHNOLOGY
INVESTMENT LEASING ~~AND~~ ^{TEG} LOAN, INC."

II.

The corporation shall have perpetual duration.

III.

This corporation is incorporated under the laws of the
State of Georgia, and in accordance with the applicable
provisions of the Georgia Business Corporation Code.

IV.

The nature of the business of the corporation and the
objects or purposes to be transacted promoted or carries
on are as follows:

(1) To market both wholesale and retail computer
hardware and software; to finance in every legal method
the marketing by other entities of computer hardware and

software including all activities related thereto of every description whatsoever, necessary or useful for such business;

(2) To acquire, by purchase, subscription or otherwise, and to own, hold for investment or otherwise, and to use, sell, assign, transfer, mortgage, pledge, exchange or otherwise dispose of, alone or in syndicate, or otherwise in conjunction with others, real or personal property, both tangible and intangible, or every sort and description, whatsoever, whether improved or unimproved, and wherever located;

(3) To buy, lease or otherwise acquire any lands and interest in lands of every kind and description and wheresoever located; to buy, lease or otherwise acquire, and to construct and erect buildings or structures in and on such lands, and to hold, own, maintain, operate, let, lease, mortgage, sell, or otherwise dispose of all or any part of such property, whatsoever necessary or useful for any of the other purposes herein stated;

(4) To enter into any lawful arrangement for sharing profits, union of interests, reciprocal concessions or cooperation with any corporation, association, firm, partnership, syndicate, entity, person or governmental, municipal or public authority, domestic or foreign in the

carrying out of any business which the corporation is authorized to carry on or any business or transaction deemed necessary, convenient or incidental to carrying out the lawful purposes of the corporation;

(5) To enter into, make, perform and carry out or cancel and rescind contracts, agreements and undertaking of any kind for any lawful purposes with any individual, entity, syndicate, firm, partnership, association, corporation or governmental, municipal or public authority, domestic or foreign, and to join as a limited or general partner, or both, in any general or limited partnership, however formed;

(6) To borrow or raise monies for any of the purposes of the corporation, and to issue shares of stock of any kind or class, bonds, promissory notes, bills of exchange, debentures and other obligations and evidences of indebtedness, whether secured by mortgage, pledge or otherwise, or unsecured, for money borrowed or in payment for property purchased, leased or acquired, or for any other lawful object; to mortgage or pledge all or any part of its rights, interests and franchises, including any or all shares of stock, bonds, debentures, notes, script or other obligations or evidences of indebtedness at any time owned by it; and to confer upon the holder of any bonds, promissory notes, bills of exchange, debentures or other

obligations of the corporation, secured or unsecured, the right to convert the same into any series or any class of stock of the corporation now or hereafter authorized to be issued upon such terms, subject hereto, as the Board of Directors may determine;

(7) To purchase or otherwise acquire its own shares of stock (so far as may be permitted by law) and its own bonds, debentures, notes, scripts or other securities or evidence of indebtedness, and to cancel or to hold, transfer, reissue, sell or otherwise dispose of the same, from time to time, to such extent and in such manner and upon such terms and conditions as the Board of Directors may in its discretion deem necessary;

(8) To conduct its business in the State of Georgia, other states, the District of Columbia, the territories, dependencies and colonies of the United States of America, and in foreign countries, and to have one or more offices without as well as within the State, and to hold, mortgage and convey real or personal property without as well as within the State of Georgia;

(9) To do all and everything necessary and proper for the accomplishment of the objects herein enumerated or necessary and incidental to the protection and benefit of the corporation, and in general, to carry on any lawful

business or incidental to the attainment of the purposes of the corporation, whether such business is for profit or otherwise.

The foregoing clauses shall be construed as objects, purposes, and powers, and it is hereby expressly provided that the foregoing enumerations of specific powers shall not be held to limit or restrict in any manner the powers of this corporation.

It is intended that each of the purposes, objects and powers specified in this Article shall be regarded as independent purposes, objects and powers. Except where a contrary intention clearly appears from the context, the words, "and" and "or" as used in this Article are employed in both the disjunctive and conjunctive sense.

V.

The corporation shall have authority, acting by and through its Board of Directors, to issue not more than One Million (1,000,000) shares of common stock having par value of \$.65.

VI.

The corporation shall not commence business until it

shall receive at lease Five Hundred and No/100ths
(\$500.00) Dollars in payment for the issuance of share of
its stock.

VII.

The registered office of the corporation shall be
located at Suite 900, 1100 Circle 75 Parkway, Atlanta,
Cobb County, Georgia 30339-3024, and the initial
registered agent at such address shall be C. Lawrence
Thompson.

VIII.

The initial Board of Directors of the corporation shall
consist of two members, who shall be:

Anders N. Nerlitz
3629 Highgreen Drive
Marietta, Georgia 30067

Christina R. Nerlitz
3629 Highgreen Drive
Marietta, Georgia 30067

IX.

The name of the incorporator is: C. Lawrence Thompson,
whose address is 1100 Circle 75 Parkway, Suite 900,
Atlanta, Georgia 30339-3024.

X.

The holders of shares of the corporation stock shall

have pre-emptive rights to acquire any additional shares of
stock.

IN WITNESS WHEREOF, the undersigned, authorized representative of the Corporation,
executed these Articles of Incorporation on the _____
day of November, 1955.



C. L. Lawrence

CONSENT TO APPOINTMENT AS REGISTERED AGENT

**TO: Secretary of State
State of Georgia
Ex-Officio Corporation
Commissioner**

I, **C. LAWRENCE THOMPSON**, do hereby consent to serve as
Agent for the Corporation **TECHNOLOGY INVESTMENT LEARNING**
INC.

This the 7th day of August, 1978

Address of Registered Agent

**LAW OFFICES OF
C. LAWRENCE THOMPSON
1188 Circle 75 Parkway
Suite 988
Atlanta, Georgia 30319**



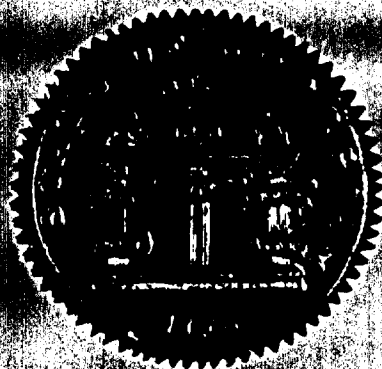
I, Max Cleland, Secretary of State of the State of Georgia, do hereby certify that

based on a diligent search of the records on file in this office, I find that the name of the following proposed domestic corporation to wit

"TECHNOLOGY INVESTMENT LEASING & LOAN, INC. "

is not identical with or confusingly similar to the name of any other existing domestic or domesticated or foreign corporation registered in the records on file in this office or to the name of any other proposed domestic or domesticated, or foreign corporation as shown by a certificate of the Secretary of State heretofore issued and presently effective.

This certificate is in full force and effective for a period of 4 calendar months from date of issuance. After such period of time, this certificate is void.



In TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of my office at the Capitol in the City of Atlanta the 7th day of November in the year of our Lord One Thousand Nine Hundred and Eighty Six and of the Independence of the United States of America the Two Hundred and Eleven.

86310221

Max Cleland

SECRETARY OF STATE
CORPORATION COMMISSIONER