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

1. Name of conveying party(ies):

Spruce Technologies, Inc.

- Individual(s)
- General Partnership
- Corporation-State
- Other _____
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date: May 11, 2001

2. Name and address of receiving party(ies)

Name: Japan Information Processing Internal Service Co., Ltd.
Address: _____

Street Address: 1-8-1 Nihonbashi Kayabacho Chuo-ku.
City: Tokyo State: Japan Zip: 103-8217

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- Other Corporation - Japan

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) 75/648039, 75/648041, 75/747711, 75/373206, 75/657524, 75/697745

B. Trademark Registration No.(s)

Additional number(s) attached Yes No

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

Name: Glenn R. Wilson

Internal Address: Squire, Sanders & Demsey L.L.P.

Street Address: 4900 Key Tower, 127 Public Square

City: Cleveland State: OH Zip: 44114

6. Total number of applications and registrations involved: _____

6

7. Total fee (37 CFR 3.41).....\$ 165.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

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

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9. Statement and signature.

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

GLENN R. WILSON
Name of Person Signing

[Signature]
Signature

6-6-2001
Date

5

Total number of pages including cover sheet, attachments, and document:

06/11/2001 TDIAZI 00000175 75648041

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

01 FC:481
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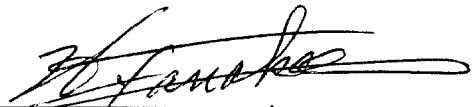
TRADEMARK
REEL: 002312 FRAME: 0146

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Recordation From Cover Sheet)
)
Spruce Technologies, Inc. to)
)
Japan Information Processing Service Co., Ltd.)
)
Application Nos. 75/648039, 75/648041,)
75/747711, 75/373206, 75/657524, 75/697745)
)

DESIGNATION OF DOMESTIC REPRESENTATIVE

Glenn R. Wilson of the law firm Squire, Sanders & Dempsey L.L.P., whose postal address is 4900 Key Tower, 127 Public Square, Cleveland, Ohio 44114, is hereby designated registrant's representative upon whom notice or process in proceedings affecting the above-referenced marks may be served.

By: 
Name: *Haruhiko Tanaka*
Title: *Chairman*
Japan Information Processing Service Co., Ltd.

Date: *May 31 2001*

INTELLECTUAL PROPERTY COLLATERAL AGREEMENT

This 11th day of May, 2001, Spruce Technologies, Inc., a California corporation ("Assignor"), with its principal place of business and mailing address at 1054 South De Anza Boulevard, San Jose, California 95129, in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, mortgages, pledges and grants to Japan Information Processing Service Co., Ltd., a Japanese corporation with its mailing address at 1-8-1 Nihonbashi Kayabacho, Chuo-ku, Tokyo 103-8217, Japan ("Assignee"), under a certain Intellectual Property Security Agreement by and between Assignor and Assignee dated of even date herewith (the "IP Security Agreement"), a continuing security interest in the following property:

(i) Each patent, patent registration and patent application (to the extent permitted by applicable law) listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such patent, patent registration and patent application; and

(ii) Each patent license and all of the goodwill of the business connected with the use of, and symbolized by, each such patent license; and

(iii) Each trademark, trademark registration and trademark application (to the extent permitted by applicable law) listed on Schedule B hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(iv) Each trademark license, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark license; and

(v) Each copyright, copyright registration and copyright application (to the extent permitted by applicable law), and all of the goodwill of the business connected with the use of, and symbolized by, each such copyright, copyright registration and copyright application; and

(vi) Each copyright license, and all of the goodwill of the business connected with the use of, and symbolized by, each such copyright license; and


(vii) All proceeds of the foregoing, including without limitation any claim by Assignor against third parties for damages by reason of past, present or future infringement of any item listed in the attached Schedules hereto or by reason of injury to the goodwill associated with any such patent, patent registration, patent application or patent license, trademark, trademark registration, trademark application or trademark license, copyright, copyright registration, copyright application or copyright license in each case together with the right to sue for and collect said damages;

to secure performance of all Secured Obligations of Assignor as set out in the IP Security Agreement.

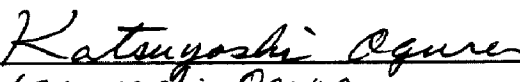
Assignor does hereby further acknowledge and affirm that the rights and remedies of Assignee with respect to the mortgage, pledge and security interest in the patents, patent registrations, patent applications or patent licenses, trademarks, trademark registrations, trademark applications or trademark licenses, copyrights, copyright registrations, copyright applications or copyright licenses made and granted hereby are more fully set forth in the IP Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Assignor has caused this Agreement to be duly executed as of the date and year first above written.

SPRUCE TECHNOLOGIES, INC.

By: 
Hiromu Soga, President

Japan Information Processing Service Co., Ltd.

By: 
Name Katsuyoshi Ogura
Title: President

SCHEDULE A

U.S. Patent

None

Pending U.S. Patent Applications

Patent Application Number	Application Date	Title	Inventors
60/255,089	December 13, 2000	Use of Convergence-Enabled DVD and Web System	David Tinsley Fergal Mohan Reiner Brodersen
60/129,724	January 16, 1999	Integrated DVD and Web System	Fergal Mohan Reiner Brodersen
09/010,267	January 21, 1998	Authoring System and Method	Reiner Brodersen Greg Wallace

SCHEDULE B

Registered U.S. Trademarks and Trademark Applications

<u>Registered U.S. Trademarks</u>	<u>Registration Reg. No.</u>	<u>Date Granted</u>
DVDStation	75/648,039	December 12, 2000
DVDConductor	75/648,041	December 12, 2000
DVDVirtuoso	75/747,711	March 15, 2001
DVDMaestro	75/373,206	January 18, 2000

<u>Pending U.S. Trademark Applications</u>	<u>Application Serial No.</u>	<u>Filing Date</u>
SpruceUp	75/657,524	Statement of Use filed on March 20, 2001
DVDonCD	75/697,745	May 4, 1999

Other Trademarks

DVDPerformer
SpruceLink
SpruceCore
WEB DVD
"We're Authoring The Digital Age"
BROADBAND DVD
STREAMING DVD
DVD PreMaster Tool
DVDTransfer
Spruce Technologies, Inc.