

7-31-01

08-07-2001



101801970

### 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  
Effective Date  
Month Day Year
- Merger
- Change of Name
- Other

#### Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name Laplink.com, Inc.

5/1/2001

Formerly Traveling Software, Inc.

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other

Citizenship/State of Incorporation/Organization Washington

#### Receiving Party

Mark if additional names of receiving parties attached

Name Silicon Valley Bank

DBA/AKA/TA

Composed of

Address (line 1) 3003 Tasman Dr, #226

Address (line 2)

Address (line 3) Santa Clara CA 95054  
City State/Country Zip Code

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other

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.)

Citizenship/State of Incorporation/Organization California

08/06/2001 6TOM11 00000004 1523350

FOR OFFICE USE ONLY

01 FC:441  
02 FC:442

40.00 OP  
550.00 OP

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

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

TRADEMARK  
REEL: 002342 FRAME: 0717

**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

(408) 654-1080

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="1,523,350"/>	<input type="text" value="1,542,272"/>	<input type="text" value="1,843,546"/>
<input type="text" value="1,851,004"/>	<input type="text" value="1,455,074"/>	<input type="text" value="1,884,690"/>
<input type="text" value="1,843,479"/>	<input type="text" value="75/466,713"/>	<input type="text" value="1,799,965"/>

<input type="text"/>	<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.

Name of Person Signing Signature Date Signed

**RECORDATION FORM COVER SHEET  
CONTINUATION  
TRADEMARKS ONLY**

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

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

**Conveying Party**

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name

Formerly

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship State of Incorporation/Organization

**Receiving Party**

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/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 the Assignment.)

**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)**

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "IP Agreement") is made as of May 1, 2001 by and between LAPLINK.COM, INC. ("Grantor"), and Silicon Valley Bank, a California banking corporation ("Bank").

### RECITALS

A. Bank will make advances to Grantor ("Advances") as described in the Accounts Receivable Financing Agreement (the "Financing Agreement"), but only if Grantor grants Bank a security interest in its Copyrights, Trademarks, Patents, and Mask Works. Defined terms used but not defined herein shall have the same meanings as in the Financing Agreement.

B. Pursuant to the terms of the Financing Agreement, Grantor has granted to Bank a security interest in all of Grantor's right title and interest, whether presently existing or hereafter acquired in, to and under all of the Collateral.

**NOW, THEREFORE**, for good and valuable consideration, receipt of which is hereby acknowledged and intending to be legally bound, as collateral security for the prompt and complete payment when due of Grantor's Indebtedness under the Financing Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

1. Grant of Security Interest. As collateral security for the prompt and complete payment and performance of all of Grantor's present or future Indebtedness, obligations and liabilities to Bank, Grantor hereby grants a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights which may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks")

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights; and

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Authorization and Request. Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks record this IP Agreement.

3. Covenants and Warranties. Grantor represents, warrants, covenants and agrees as follows:

(a) Grantor is now the sole owner of the Intellectual Property Collateral, except for non-exclusive licenses granted by Grantor to its customers in the ordinary course of business.

(b) Performance of this IP Agreement does not conflict with or result in a breach of any IP Agreement to which Grantor is bound, except to the extent that certain intellectual property agreements prohibit the assignment of the rights thereunder to a third party without the licensor's or other party's consent and this IP Agreement constitutes a security interest.

(c) During the term of this IP Agreement, Grantor will not transfer or otherwise encumber any interest in the Intellectual Property Collateral, except for non-exclusive licenses granted by Grantor in the ordinary course of business or as set forth in this IP Agreement;

(d) To its knowledge, each of the Patents is valid and enforceable, and no part of the Intellectual Property Collateral has been judged invalid or unenforceable, in whole or in part, and no claim has been made that any part of the Intellectual Property Collateral violates the rights of any third party;

(e) Grantor shall promptly advise Bank of any material adverse change in the composition of the Collateral, including but not limited to any subsequent ownership right of the Grantor in or to any Trademark, Patent, Copyright, or Mask Work specified in this IP Agreement;

(f) Grantor shall (i) protect, defend and maintain the validity and enforceability of the Trademarks, Patents, Copyrights, and Mask Works, (ii) use its best efforts to detect infringements of the Trademarks, Patents, Copyrights, and Mask Works and promptly advise Bank in writing of material infringements detected and (iii) not allow any Trademarks, Patents, Copyrights, or Mask Works to be abandoned, forfeited or dedicated to the public without the written consent of Bank, which shall not be unreasonably withheld, unless Grantor determines that reasonable business practices suggest that abandonment is appropriate.

(g) Grantor shall promptly register the most recent version of any of Grantor's Copyrights, if not so already registered, and shall, from time to time, execute and file such other instruments, and take such further actions as Bank may reasonably request from time to time to perfect or continue the perfection of Bank's interest in the Intellectual Property Collateral;

(h) This IP Agreement creates, and in the case of after acquired Intellectual Property Collateral, this IP Agreement will create at the time Grantor first has rights in such after acquired Intellectual Property Collateral, in favor of Bank a valid and perfected first priority security interest in the Intellectual Property Collateral in the United States securing the payment and performance of the obligations evidenced by the Note and the Financing Agreement upon making the filings referred to in clause (i) below;

(i) To its knowledge, except for, and upon, the filing with the United States Patent and Trademark office with respect to the Patents and Trademarks and the Register of Copyrights with respect to the Copyrights and Mask Works necessary to perfect the security interests created hereunder and except as has been already made or obtained, no authorization, approval or other action by, and no notice to or filing with, any U.S. governmental authority of U.S. regulatory body is required either (i) for the grant by Grantor of the security interest granted hereby or for the execution, delivery or performance of this IP Agreement by Grantor in the U.S. or (ii) for the perfection in the United States or the exercise by Bank of its rights and remedies thereunder;

(j) All information heretofore, herein or hereafter supplied to Bank by or on behalf of Grantor with respect to the Intellectual Property Collateral is accurate and complete in all material respects.

(k) Grantor shall not enter into any agreement that would materially impair or conflict with Grantor's obligations hereunder without Bank's prior written consent, which consent shall not be unreasonably withheld.

Grantor shall not permit the inclusion in any material contract to which it becomes a party of any provisions that could or might in any way prevent the creation of a security interest in Grantor's rights and interest in any property included within the definition of the Intellectual Property Collateral acquired under such contracts, except that certain contracts may contain anti-assignment provisions that could in effect prohibit the creation of a security interest in such contracts.

(l) Upon any executive officer of Grantor obtaining actual knowledge thereof, Grantor will promptly notify Bank in writing of any event that materially adversely affects the value of any material Intellectual Property Collateral, the ability of Grantor to dispose of any material Intellectual Property Collateral of the rights and remedies of Bank in relation thereto, including the levy of any legal process against any of the Intellectual Property Collateral.

4. Bank's Rights. Bank shall have the right, but not the obligation, to take, at Grantor's sole expense, any actions that Grantor is required under this IP Agreement to take but which Grantor fails to take, after fifteen (15) days' notice to Grantor. Grantor shall reimburse and indemnify Bank for all reasonable costs and reasonable expenses incurred in the reasonable exercise of its rights under this section 4.

5. Inspection Rights. Grantor hereby grants to Bank and its employees, representatives and agents the right to visit, during reasonable hours upon prior reasonable written notice to Grantor, and any of Grantor's plants and facilities that manufacture, install or store products (or that have done so during the prior six-month period) that are sold utilizing any of the Intellectual Property Collateral, and to inspect the products and quality control records relating thereto upon reasonable written notice to Grantor and as often as may be reasonably requested, but not more than one (1) in every six (6) months; provided, however, nothing herein shall entitle Bank access to Grantor's trade secrets and other proprietary information.

6. Further Assurances; Attorney in Fact.

(a) On a continuing basis, Grantor will, subject to any prior licenses, encumbrances and restrictions and prospective licenses, make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademarks Office and the Register of Copyrights, and take all such action as may reasonably be deemed necessary or advisable, or as requested by Bank, to perfect Bank's security interest in all Copyrights, Patents, Trademarks, and Mask Works and otherwise to carry out the intent and purposes of this IP Agreement, or for assuring and confirming to Bank the grant or perfection of a security interest in all Intellectual Property Collateral.

(b) Grantor hereby irrevocably appoints Bank as Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor, Bank or otherwise, from time to time in Bank's discretion, upon Grantor's failure or inability to do so, to take any action and to execute any instrument which Bank may deem necessary or advisable to accomplish the purposes of this IP Agreement, including:

(i) To modify, in its sole discretion, this IP Agreement without first obtaining Grantor's approval of or signature to such modification by amending Exhibit A, Exhibit B, Exhibit C, and Exhibit D hereof, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents, Trademarks or Mask Works acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents, Trademarks, or Mask Works in which Grantor no longer has or claims any right, title or interest; and

(ii) To file, in its sole discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Intellectual Property Collateral without the signature of Grantor where permitted by law.

7. Events of Default. The occurrence of any of the following shall constitute an Event of Default under this IP Agreement:

(a) An Event of Default occurs under the Financing Agreement; or

(b) Grantor breaches any warranty or agreement made by Grantor in this IP Agreement.

8. Remedies. Upon the occurrence and continuance of an Event of Default, Bank shall have the right to exercise all the remedies of a secured party under the California Uniform Commercial Code, including without limitation the right to require Grantor to assemble the Intellectual Property Collateral and any tangible property in which Bank has a security interest and to make it available to Bank at a place designated by Bank. Bank shall have a

nonexclusive, royalty free license to use the Copyrights, Patents, Trademarks, and Mask Works to the extent reasonably necessary to permit Bank to exercise its rights and remedies upon the occurrence of an Event of Default. Grantor will pay any expenses (including reasonable attorney's fees) incurred by Bank in connection with the exercise of any of Bank's rights hereunder, including without limitation any expense incurred in disposing of the Intellectual Property Collateral. All of Bank's rights and remedies with respect to the Intellectual Property Collateral shall be cumulative.

9. Indemnity. Grantor agrees to defend, indemnify and hold harmless Bank and its officers, employees, and agents against: (a) all obligations, demands, claims, and liabilities claimed or asserted by any other party in connection with the transactions contemplated by this IP Agreement, and (b) all losses or expenses in any way suffered, incurred, or paid by Bank as a result of or in any way arising out of, following or consequential to transactions between Bank and Grantor, whether under this IP Agreement or otherwise (including without limitation, reasonable attorneys fees and reasonable expenses), except for losses arising from or out of Bank's gross negligence or willful misconduct.

10. Reassignment. At such time as Grantor shall completely satisfy all of the obligations secured hereunder, Bank shall execute and deliver to Grantor all deed, assignments, and other instruments as may be necessary or proper to reinvest in Grantor full title to the property assigned hereunder, subject to any disposition thereof which may have been made by Bank pursuant hereto.

11. Course of Dealing. No course of dealing, nor any failure to exercise, nor any delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

12. Attorneys' Fees. If any action relating to this IP Agreement is brought by either party hereto against the other party, the prevailing party shall be entitled to recover reasonable attorneys' fees, costs and disbursements.

13. Amendments. This IP Agreement may be amended only by a written instrument signed by both parties hereto.

14. Counterparts. This IP Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

15. Law and Jurisdiction. This IP Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard for choice of law provisions. Grantor and Bank consent to the nonexclusive jurisdiction of any state or federal court located in Santa Clara County, California.

16. Confidentiality. In handling any confidential information, Bank shall exercise the same degree of care that it exercises with respect to its own proprietary information of the same types to maintain the confidentiality of any non-public information thereby received or received pursuant to this IP Agreement except that the disclosure of this information may be made (i) to the affiliates of the Bank, (ii) to prospective transferee or purchasers of an interest in the obligations secured hereby, provided that they have entered into comparable confidentiality agreement in favor of Grantor and have deliver a copy to Grantor, (iii) as required by law, regulation, rule or order, subpoena judicial order or similar order and (iv) as may be required in connection with the examination, audit or similar investigation of Bank.

IN WITNESS WHEREOF, the parties hereto have executed this IP Agreement on the day and year first above written.

**Address of Grantor:**

18702 North Creek Parkway  
Bothell, Washington 98011-8019

**GRANTOR:**

LAPLINK.COM, INC.

By: 

Name: Mark Elliot

Title: CEO

**EXHIBIT "A"  
COPYRIGHTS**

**SCHEDULE A – ISSUED COPYRIGHTS**

<b><u>COPYRIGHT DESCRIPTION</u></b>	<b><u>REGISTRATION NUMBER</u></b>	<b><u>DATE OF ISSUANCE</u></b>
Laplink for Windows 95 source code listing	TX4519191	03/26/97
Laplink for Windows 95 source code listing	TX4446099	08/21/96
Laplink for Windows source code listing	TX4446095	08/21/96
Laplink	TX3785655	11/08/93
Laplink V: user guide	TX3734464	11/08/93
Laplink pro 4.0	TZX3337601	06/23/92
Battery watch pro 4.00	TX3337600	06/23/92
Battery watch pro 3.0	TX3337599	06/23/92
Wizard PC-link / Sharp organizer	TX2971809	01/22/91
Casio Boss PC-link	TX2971808	01/22/91
Casio Boss PC-link	TX2971807	01/22/91
Battery Watch: battery monitoring and maintenance software for laptop computers	TX2913950	09/04/90
Laplink Mac 3.0 PC	TX2864676	04/04/90
Battery Watch: battery monitoring and maintenance software for laptop computers	TX2801549	02/12/90
Battery Watch main.ASM	TX2756027	02/12/90
Viewlink; ViewLink a quick tour; ViewLink application guide	TX2570289	05/01/89
[Viewlink computer code]	TX2556667	05/01/89

**SCHEDULE B – PENDING COPYRIGHT APPLICATIONS**

<b><u>COPYRIGHT DESCRIPTION</u></b>	<b><u>APPLICATION NUMBER</u></b>	<b><u>DATE OF FILING</u></b>	<b><u>CREATION</u></b>	<b><u>FIRST DATE OF PUBLIC DISTRIBUTION</u></b>
None at this time				

**SCHEDULE C – UNREGISTERED COPYRIGHTS (Where No Copyright Application is Pending)**

<b><u>COPYRIGHT DESCRIPTION</u></b>	<b><u>DATE OF CREATION</u></b>	<b><u>FIRST DATE OF DISTRIBUTION</u></b>	<b><u>ORIGINAL AUTHOR OR OWNER OF COPYRIGHT (IF DIFFERENT FROM GRANTOR)</u></b>	<b><u>DATE AN RECORDATION NUMBER OF IP AGREEMENT TO OWNER OF GRANTOR (IF ORIGINAL AUTHOR OR OWNER OF COPYRIGHT IS DIFFERENT FROM GRANTOR)</u></b>
None at this time				



**EXHIBIT "B"**  
**PATENTS**

<u>PATENT DESCRIPTION</u>	<u>DOCKET NO.</u>	<u>SERIAL NO.</u>	<u>FILING DATE</u>	<u>STATUS</u>
Remote file transfer method and apparatus	5,721,907		02/24/98	
Low power-consumption interface apparatus and method for transferring data between hand-held computer and a desk top computer	5,504,864		04/02/96	
Cable for transmitting eight-bit parallel data	5,293,497		03/08/94	
Method and apparatus for high speed parallel communications	5,268,906		12/07/93	
Eight-bit parallel communications method and apparatus	5,261,060		11/09/93	
Adaptive data compression system	5,229,768		07/20/93	
Computer data interface for handheld computer transfer to second computer including cable connector circuitry for voltage	5,157,769		10/20/92	
Data transfer cable	4,941,845		07/17/90	

**EXHIBIT "C"**  
**TRADEMARKS**

<u>TRADEMARK DESCRIPTION</u>	<u>COUNTRY</u>	<u>SERIAL NO.</u>	<u>REG. NO.</u>	<u>STATUS</u>	<u>APPLICATION / REGISTRATION DATE</u>
Battery Watch	France	1,745,782			10/17/89
Battery Watch	U.S.A.	1,523,350			02/07/89
Battery Watch	Great Britain	1,361,524			06/20/88
Briefcase & Design	Canada	434,298			10/07/94
Commworks	U.S.A.	1,851,064			08/23/94
Commworks	Canada	445,589			07/28/95
Commworks	Great Britain	1,555,406			06/09/93
Commworks	Germany	2,079,541			10/06/94
Commworks	France	93/465,731			12/08/93
Commworks	Australia	A 616,725			06/09/93
Deskconnect	U.S.A.	1,843,479			07/05/94
Desklink	U.S.A.	1,542,272			06/06/89
Desklink	France	1,547,026			08/18/89
Desklink	Japan	2,532,404			04/28/93
Laplink	Germany	2,053,937			02/20/92
Laplink	U.S.A.	1,455,074			09/01/87
Laplink	U.S.A.	75 / 466,713			04/13/98
Laplink	Canada	436,857			12/09/94
Laplink	Great Britain	B1,385,249			06/05/89
Laplink	France	1,547,027			08/18/89
Laplink	France	1,745,781			07/25/89
Laplink	Australia	511,889			06/02/89
Laplink	Japan	2,719,195			01/31/97
Laplink	Brazil	819,944,017			06/11/97
Laplink Alert	Germany	2,089,364			01/10/95
Laplink Alert	France	64,502,609			07/08/94
Laplink Remote Access	U.S.A.	1,843,546			07/05/94
Laplink Remote Access	Canada	442,310			04/28/95
Laplink Remote Access	Great Britain	1,543,603			02/17/93
Laplink Remote Access	Germany	2,074,838			08/11/94
Laplink Remote Access	France	93,479,405			08/05/93
Laplink Remote Access	Australia	A 609,435			08/17/93
Laplink Wireless	U.S.A.	1,884,690			03/21/95
Lapwrite	U.S.A.	1,799,965			10/19/93
Lapwriter	U.S.A.	1,175,854			05/06/91
Lapwriter	Germany	1,611,019			06/20/90
Lapwriter	France	2,547,825			06/30/93
Notebook manager	U.S.A.	1,812,773			12/21/93
Office on demand	U.S.A.	74/726,370			09/06/95
Smartxchange	U.S.A.	1,839,857			07/14/94
Smartxchange	Great Britain	1,496,292			06/25/93
Smartxchange	Germany	2,038,149			06/14/93
Smartxchange	France	92/411,107			03/19/92
Speedsync	U.S.A.	1,918,756			09/12/95
Suitcase design	Germany	2,034,357			04/13/93
Suitcase design	France	1,715,493			12/27/91
Synchro Plus	U.S.A.	1,872,327			01/10/95

<u>TRADEMARK DESCRIPTION</u>	<u>COUNTRY</u>	<u>SERIAL NO.</u>	<u>REG. NO.</u>	<u>STATUS</u>	<u>APPLICATION / REGISTRATION DATE</u>
Traveling	Great Britain	81,212,906			09/12/83
Traveling Software	U.S.A.	1,295,842			09/18/84
Traveling Software	Canada	440,097			03/03/95
Traveling Software	Great Britain	B1,486,136			12/19/91
Traveling Software	Germany	2,041,172			07/26/93
Traveling Software	France	1,715,492			12/27/91
Traveling Software	France	1,745,783			10/17/89
Traveling Software	Brazil	819,944,025			06/11/97
Traveling Software and design	U.S.A.	1,319,024			02/12/85
TS fax	U.S.A.	1,894,852			05/23/95
TS fax	Canada	TMA462,230			08/30/96
TS online	U.S.A.	1,880,421			02/28/95
TS online	Canada	452,702			01/05/96
Viewlink	Germany	1,187,376			03/30/93
Viewlink	France	1,545,541			03/30/89
Viewlink	France	1,745,784			10/17/89
Fast Ras	U.S.A.	75/404,895			12/12/97
Web Excape	U.S.A.	75/153,073			08/20/96
Webscriptions	U.S.A.	75/120,640			06/18/96
Travelware	U.S.A.	1,734,576			11/24/92