

08-14-2001

Docket No.:



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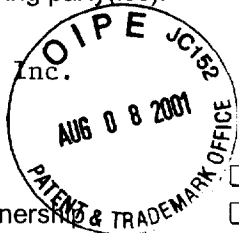
To the Honorable Commissioner of

101810211

the attached original documents or copy thereof.

1. Name of conveying party(ies):

Cofiniti, Inc.



08/08/01

- Individual(s)
- General Partnership
- Corporation-State Texas
- Other

- Association
- Limited Partnership

Additional names(s) of conveying party(ies)  Yes  No

2. Name and address of receiving party(ies):

Name: P. David Rossette

Internal Address: Suite 170

Street Address: 495 Metro Place South

City: Dublin State: OH ZIP: 43017

- Individual(s) citizenship U.S.A.
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other

If assignee is not domiciled in the United States, a domestic designation is  Yes  N  
(Designations must be a separate document from Additional name(s) & address(es)  Yes  N

3. Nature of conveyance:

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

Execution Date: June 29, 2001

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,433,368	2,259,798
2,433,365	2,310,555
	2,252,361

Additional numbers  Yes  No

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

Name: Craig R. Auge, Esq.

Internal Address: Vorys, Sater, Seymour and Pease LLP

Street Address: 52 East Gay Street

City: Columbus State: OH ZIP: 43215

6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 3.41): \$ 140.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

22-0585

08/13/2001 TBIAZI 00000108 2433368

DO NOT USE THIS SPACE

01 FC:481	40.00 OP
02 FC:482	100.00 OP

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.

Craig R. Auge

Name of Person Signing

*Craig R. Auge*  
Signature

August 7, 2001  
Date

Total number of pages including cover sheet, attachments, and

16

TRADEMARK

REEL: 002346 FRAME: 0255

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "Agreement") is entered into as of the 29th day of June, 2001, by and between Cofiniti, Inc. (formerly known as MarketKnowledge, Inc., d/b/a MoneyStar Communications), a Texas corporation (the "Grantor"), and P. David Rossette, an individual having a mailing address of c/o LeaseNet, Inc., Suite 170, 495 Metro Place South, Dublin, Ohio 43017 (together with any assignee of all or any part of the Note (defined below) or the indebtedness and obligations evidenced thereby, the "Secured Party").

### RECITALS

A. The Grantor and the Secured Party have executed and delivered to each other that certain letter agreement of even date herewith (the "Letter Agreement"). Pursuant to the Letter Agreement, the Grantor has executed and delivered that certain Term Loan Cognovit Promissory Note dated of even date herewith as maker in favor of the Secured Party in the original principal amount of Three Million Two Hundred Seventy Thousand and 00/100 Dollars (\$3,270,000.00) (the "Note"), in connection with (a) the refinancing of certain existing indebtedness of the Grantor to the Secured Party, and (b) certain Securities Transactions (as defined in the Note). As partial collateral security for the payment and performance of the Grantor's indebtedness and obligations as evidenced by the Note, the Grantor and the Secured Party have or will execute and deliver that certain Security Agreement dated of even date herewith made by the Grantor as debtor and the Secured Party as secured party (as the same may hereafter be amended or modified, the "Security Agreement").

B. It is a condition precedent to the Secured Party's entering into the Note and the documents and agreements supporting the Securities Transactions that Grantor execute and deliver to Secured Party this Agreement.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Grant of Security Interest. As collateral security for the prompt and complete payment and performance of all of the indebtedness and obligations of the Grantor to the Secured Party, whether direct or indirect, joint or several, absolute or contingent, due to become due, now existing or hereafter arising, under the Note, the Security Agreement and this Agreement, Grantor hereby grants a security interest and mortgage to Secured Party, as security, in and to Grantor's entire right, title and interest in, to and under the following (all of which shall collectively be called the "Collateral"): \_\_\_\_\_

(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 service mark 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) Any and all claims for damages by way of past, present and future infringement 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;

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

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

(i) 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.

Notwithstanding the foregoing, the security interest granted herein does not extend to and the term "Collateral" does not include any license or contract rights (but shall include any revenues and/or proceeds under or in connection with such licenses or contract rights) to the extent (i) the granting of a security interest in it would be contrary to applicable law, or (ii) that such rights are nonassignable by their terms (but only to the extent such prohibition is enforceable under applicable law, including, without limitation, Section 9-318(4) of the Code as in effect and Sections 9-406 and 9-408 of "Revised Article 9" as proposed to be effective in Ohio on July 1, 2001) without the consent of the licensor or other party (but only to the extent such consent has not been obtained). Except as disclosed on Exhibit D attached hereto, Grantor is not a party to, nor is bound by, any license or other agreement that prohibits or otherwise restricts Grantor from granting a security interest in Grantor's interest in such license or agreement or any other property. Without prior notice to Secured Party, Grantor shall not enter into, or become bound by, any such license or agreement which is reasonably likely to have a material impact on

Grantor's business or financial condition. Grantor shall take such steps as Secured Party reasonably requests to obtain the consent of, or waiver by, any person whose consent or waiver is necessary for such licenses or contract rights to be deemed "Collateral" and for Secured Party to have a security interest in it that might otherwise be restricted or prohibited by law or by the terms of any such license or agreement, whether now existing or entered into in the future, provided, however, the failure to obtain such consent or waiver shall not constitute a breach or Event of Default hereunder. A licensee in the ordinary course of business (as such term is used in Section 9-321 of Revised Article 9 of the Code as proposed to be effective in Ohio on July 1, 2001) shall take its rights under a nonexclusive license in the general intangible created by Grantor (as licensor) free of the security interest granted herein.

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

3. Covenants and Warranties. Grantor covenants and agrees as follows, and, except as otherwise disclosed in the Stock Purchase Agreement (as defined in the Letter Agreement) and the disclosure schedules attached thereto, represents and warrants, as of the date hereof, as follows:

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

(b) Performance of this Agreement does not conflict with or result in a breach of any agreement to which Grantor is party or by 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 Agreement constitutes an assignment;

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

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

(e) Grantor shall deliver to Secured Party within (30) days of the last day of each fiscal quarter, a report signed by Grantor, in form reasonably acceptable to Secured Party, listing any applications or registrations that Grantor has made or filed in respect of any patents, copyrights or trademarks and the status of any outstanding applications or registrations. Grantor shall promptly advise Secured Party of any material 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 or Copyright not specified in this Agreement;

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

(g) Grantor shall apply for registration or cause to be registered (to the extent not already registered) with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, those intellectual property rights listed on Exhibits A, B and C hereto within thirty (30) days of the date of this Agreement. Further, Grantor shall register or cause to be registered with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, those additional intellectual property rights developed or acquired by Grantor from time to time in connection with any product at such time as the sale or licensing of such product to any third party (including without limitation revisions or additions to the intellectual property rights listed on such Exhibits A, B and C) has resulted in, or reasonably is expected to result in, annual revenues to Grantor of at least \$500,000. Grantor shall, from time to time, execute and file such other instruments, and take such further actions as Secured Party may reasonably request from time to time to perfect or continue the perfection of Secured Party's interest in the Collateral;

(h) This Agreement creates, and in the case of after-acquired Collateral, this Agreement will create at the time Grantor first has rights in such after acquired Collateral, in favor of Secured Party a valid and perfected first priority (except as to the Permitted Liens to Imperial Bank and Comdisco, Inc.) security interest in the Collateral in the United States securing the payment and performance of the obligations, indebtedness and liabilities of Grantor to Secured Party upon making the filings referred to in clause (i) below;

(i) To its knowledge, except for, and upon, the filing of appropriate UCC financing statements and 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 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 United States governmental authority or United States 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 Agreement by Grantor in the United States or (ii) for the perfection in the United States or the exercise by Secured Party of its rights and remedies hereunder;

(j) All information heretofore, herein or hereafter supplied to Secured Party by or on behalf of Grantor with respect to the 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 Secured Party'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 interests in any property included within the definition of the 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 if Grantor is required, in its commercially reasonable judgment, to accept such provisions; and

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

4. Secured Party's Rights. Secured Party shall have the right, but not the obligation, to take, at Grantor's sole expense, any actions that Grantor is required under this Agreement to take but which Grantor fails to take, after fifteen (15) days' notice to Grantor. Grantor shall reimburse and indemnify Secured Party 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 Secured Party and its employees, representatives and agents the right to visit, during reasonable hours upon prior reasonable written notice to Grantor, 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 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.

6. Further Assurances; Attorney in Fact.

(a) On a continuing basis, Grantor will 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 Trademark Office and the Register of Copyrights, and take all such action as may reasonably be deemed necessary or advisable, or as requested by Secured Party, to perfect Secured Party's security interest in all Copyrights, Patents and Trademarks and otherwise to carry out the intent and purposes of this Agreement, or for assuring and confirming to Secured Party the grant or perfection of a security interest in all Collateral. Grantor authorizes Secured Party to file financing statements and continuations thereof describing the Collateral, without the signature of the Grantor where permitted by law. Further, Grantor authorizes Secured Party to complete, execute and record forms evidencing security interests in the Collateral herein, along with any document cover sheet permitted or required to evidence such security interest by the United States Copyright Office or the United States Patent and Trademark Office, with the United States Copyright Office and the United States Patent and Trademark Office.

(b) Upon the occurrence and during the continuance of an Event of Default, Grantor hereby irrevocably appoints Secured Party as Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor, from time to time in Secured Party's discretion, to take any action and to execute any instrument which Secured Party reasonably may deem necessary including (i) to modify, in its sole discretion, this Agreement without first obtaining Grantor's approval of or signature to such modification by amending Exhibit A, Exhibit B and Exhibit C, thereof, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents or Trademarks acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents or Trademarks in which Grantor no longer has or claims any right, title or interest, and (ii) to transfer the Collateral into the name of Secured Party or a third party to the extent permitted under the Uniform Commercial Code as adopted and in effect from time to time in the State of Ohio (the "UCC").

7. Events of Default. The Grantor shall be in default under this Agreement upon the occurrence of any of the following events or conditions (each an "Event of Default"):

(a) an Event of Default, as defined in the Note, shall have occurred;

(b) the Grantor fails to perform, within five (5) days of the date when written notice of such failure has been received by the Grantor, any other agreement, promise or covenant contained in this Agreement (other than an Event of Default described in subsection (a) of the definition thereof as set forth in the Note), the effect of which could reasonably be expected to materially, adversely impair the ability of the Grantor to meet its payment obligations under the Note in full when due, or to materially, adversely impair the value of the Collateral taken as a whole; or

(c) the filing of any financing statement or statements of assignment with regard to the Collateral or any part thereof, other than the financing statements filed or to be filed by the Secured Party relating to or permitted by this Agreement, or the attachment of any lien or security interest to any portion of the Collateral other than the Security Interest, or a security interest or lien constituting a Permitted Lien, or as permitted by this Agreement shall have occurred.

8. Remedies. Upon the occurrence and during the continuance of an Event of Default, Secured Party shall have the right to exercise all the remedies of a secured party under the UCC (subject to applicable notice and cure periods). Secured Party shall have a nonexclusive, royalty free, worldwide license to use, distribute, modify, prepare derivative works, perform and display publicly the Copyrights, Patents and Trademarks to the extent reasonably necessary to permit Secured Party to exercise its rights and remedies upon the occurrence of an Event of Default. Grantor will pay any reasonable expenses (including reasonable attorneys' fees) incurred by Secured Party in connection with the exercise of any of Secured Party's rights hereunder, including without limitation any reasonable expense incurred in disposing of the Collateral. All of Secured Party's rights and remedies with respect to the Collateral shall be cumulative.

9. Indemnity. Grantor agrees to defend, indemnify and hold harmless Secured Party 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 Agreement, and (b) all losses or expenses in any way suffered, incurred, or paid by Secured Party as a result of or in any way arising out of, following or consequential to transactions between Secured Party and Grantor, whether under this Agreement or otherwise (including without limitation reasonable attorneys' fees and reasonable expenses), except for losses arising from or out of Secured Party's gross negligence or willful misconduct.

10. 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.

11. Attorneys' Fees. If any action relating to this 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.

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

13. Counterparts. This 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.

14. Ohio Law and Jurisdiction: Jury Waiver. This Agreement shall be governed by the laws of the State of Ohio, without regard for choice of law provisions. Grantor and Secured Party consent to the exclusive jurisdiction of any state or federal court located in Franklin County, Ohio. GRANTOR AND SECURED PARTY EACH WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THE NOTE, THE SECURITIES TRANSACTIONS, THIS AGREEMENT, OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS.



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

GRANTOR:

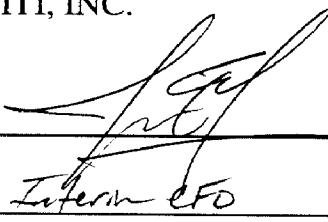
Address of Grantor:

1120 S. Capital of Texas Hwy.  
Suite 300, Bldg. 3  
Austin, TX 78746  
Attn: Chief Executive Officer

COFINITI, INC.

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

Its: \_\_\_\_\_



SECURED PARTY:

Address of Secured Party:

c/o LeaseNet, Inc.  
Suite 170  
495 Metro Place South  
Dublin, Ohio 43017

\_\_\_\_\_  
P. David Rossette

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

GRANTOR:

Address of Grantor:

COFINITI, INC.

1120 S. Capital of Texas Hwy.  
Suite 300, Bldg. 3  
Austin, TX 78746  
Attn: Chief Executive Officer

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

Its: \_\_\_\_\_

SECURED PARTY:

Address of Secured Party:

c/o LeaseNet, Inc.  
Suite 170  
495 Metro Place South  
Dublin, Ohio 43017

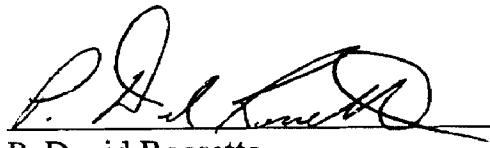
  
\_\_\_\_\_  
P. David Rossette

EXHIBIT A

Copyrights

Registered Copyrights:

1. Title: MoneyStar Lifescript 1.0 documentation  
Registration Number: TX4715526  
Name: MarketKnowledge, Inc., d/b/a MoneyStar Communications  
(the former name of Cofiniti, Inc.)  
Registration Date: 01/09/1998
  
2. Title: MoneyStar Lifescript 1.0  
Registration Number: TX4701864 (Previous Registration: TXu792-373)  
Name: MarketKnowledge, Inc., d/b/a MoneyStar Communications  
(the former name of Cofiniti, Inc.)  
Registration Date: 01/09/1998

Non-Registered Copyrights:

EXHIBIT B

Patents and Patent Applications

<u>Title</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Issue Date</u>	<u>Patent No.</u>
Graphical User Interface for a Computer-Implemented Financial Planning Tool	08/705,195	August 29, 1996	May 16, 2000	6,064,984
Graphical User Interface for a Computer-Implemented Financial Planning Tool	09/568,732*	May 11, 2000		

\*continuation of Application Serial No. 08/705,195, filed August 29, 1996

EXHIBIT C

Trademarks

Name	Date Filed	Registration Number	Date Registered
MONEYSTAR/FN	1/19/2000	2,433,368	3/6/2001
MONEYSTAR FINANCIAL NETWORK	1/19/2000	2,433,365	3/6/2001
LIFESCRIPT	2/14/1997	2,259,798	7/6/1999
MONEYSTAR	3/25/1998	2,310,555	1/25/2000
MONEYSTAR	2/14/1997	2,252,361	6/15/1999

Intellectual Property Security Agreement

Exhibit D

Database License Agreement, dated July 28, 1997, by and between the Company and CDA Investment Technologies.

Development and Marketing Agreement, dated July 13, 1998, by and between the Company and CDA Investment Technologies.

On-Line Data Licensing Agreement, dated September 10, 1997, between the Company and Commodity Systems, Inc.

Software License and Development Agreement, dated November 15 2000, by and between the Company and EsuranceGroup, Inc.

Development and Marketing Agreement, dated March 27, 2001, by and between the Company and Ibbotson Associates.

Internet Distribution License and Data Delivery Agreement, dated June 1, 1999, by and between the Company and Market Guide, Inc.

Microsoft Master Services Agreement, dated September 29, 2000, by and between the Company and Microsoft Corporation.

Data Services Agreement, dated September 31, 2000, by and between the Company and NewsAlert, Inc.

Affiliate Agreement, dated September 11, 2000, by and between the Company and PSI Technologies Corporation.

Reciprocal Marketing Agreement, dated September 15, 2000, between the Company and Streampoint Financial Systems, Inc.

Reciprocal Marketing Agreement, dated April 4, 2001, between the Company and TowersData, Inc.

Project Development Agreement, dated March 7, 2001, between the Company and Merle Associates, LLC

Master Software License Agreement, dated March 29, 2001, between the Company and Open Market Software, Inc.

Distribution Agreement, dated February 28, 1999, between the Company and AIM Advisors, Inc.

Subscription Agreement, dated July 31, 1998, by and between the Company and Delaware Investments.

Subscription Agreement, dated May 31, 1998, by and between the Company and New England Life Financial.

Subscription Agreement, dated December 18, 1998, by and between the Company and GE Financial Assurance Holdings, Inc.

Subscription Agreement, dated December 31, 1998, by and between the Company and Jackson National Life Insurance Company.

Data Distribution Agreement, dated June 28, 1999, by and between the Company and Nationwide Mutual Insurance Company.

Data Distribution Agreement, dated September 30, 1998, by and between the Company and Western Reserve Life Assurance Co. of Ohio.

Subscription Services Agreement, dated February 22, 2000, between the Company and Dime Securities, Inc.

Web-Based Software License and Subscription Services Agreement, dated December 29, 2000, between the Company and Farmers Financial Solutions.

Software License Agreement, dated May 23, 2000, between the SinglePoint and Fiserv Securities, Inc., assumed by the Company pursuant to the SinglePoint acquisition.

Software License and Subscription Services Agreement, dated December 3, 1999, between the Company and H&R Block Financial Advisors.

Hosting Services Agreement, dated December 28, 2000 between the Company and H&R Block Financial Advisors.

Application Distribution and Development Agreement, dated December 29, 2000, between the Company and S1, Inc.

Software License and Subscription Services Agreement, dated April 26, 2000, between the Company and Synovus Securities, Inc.

Web-Based Software License and Subscription Services Agreement, dated December 14, 2000, between the Company and Synovus Securities, Inc.

Hosting Services Agreement, dated December 14, 2000, between the Company and Synovus Securities, Inc.

License and Services Agreement, dated March 31, 1998, between the Company and Norwest Investment Securities, Inc., as amended by the Amendment to License and Services Agreement, dated December 18, 1999, between the Company, Norwest and Wells Fargo Bank, N.A.

License Agreement, dated January 31, 1998, by and between Dearborn Financial Publishing, Inc.