

O I P E J C 1 7

AUG 2 0

08-23-2001



101821892

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record and attach original documents or copy thereof.

1. Name of conveying party(ies): G. 70.01
Newcheck Corporation
DBA: Productivity Solutions, Inc.

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

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

3. Nature of conveyance:
- Assignment
 - Merger
 - Security Agreement
 - Change of Name
 - Other

Execution Date: July 31, 2001

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

Internal Address: _____
Address: _____

Street Address: 3003 Tasman Drive

City: Santa Clara State: CA Zip: 95054

Individual(s) citizenship _____

Association _____

General Partnership _____

Limited Partnership _____

Corporation-State CA

Other _____

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)

B. Trademark Registration No.(s)

1,948,261

1,494,924

Additional number(s) attached Yes No

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

Name: Christopher E. Kondracki

Internal Address: _____

Street Address: 2001 Jefferson Davis, Hwy.,
Suite 505

City: Arlington State: VA Zip: 22202

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41).....\$ 65.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

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

DO NOT USE THIS SPACE

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.

Christopher E. Kondracki

Name of Person Signing

Signature

8/20/01

Date

Total number of pages including cover sheet, attachments, and document: 14

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

08/22/2001 RAHMED1 00000102 1948261

01 FC:481

40.00 09

02 FC:482

25.00 09

TRADEMARK
REEL: 002353 FRAME: 0606

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "IP Agreement") is made as of the 31st day of July, 2001 by and between NEWCHECK CORPORATION D/B/A PRODUCTIVITY SOLUTIONS, INC., a Delaware corporation, with offices at 10550 Deerwood Park Boulevard, Jacksonville, Florida 32256 ("Grantor"), and SILICON VALLEY BANK, a California banking corporation ("Lender").

RECITALS

A. Lender has agreed to make advances of money and to extend certain financial accommodations to Grantor (the "Loan"), pursuant to a certain Loan and Security Agreement of even date herewith between Grantor and Lender, as amended from time to time (as amended, the "Loan Agreement"). The Loans are secured pursuant to the terms of the Loan Agreement. Lender is willing to enter into certain financial accommodations with Borrower, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in, among other things, certain Copyrights, Trademarks, Patents, and Mask Works to secure the obligations of Grantor under the Loan Agreement. Defined terms used but not defined herein shall have the same meanings as in the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Lender 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 (as defined therein).

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 (as defined below), 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 Lender under the Loan Agreement (hereinafter, the "Indebtedness"), 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, including, without limitation those set forth on EXHIBIT E attached hereto; 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 and vendors in the ordinary course of business, and except for licenses to Grantor of Intellectual Property Collateral.

(b) Performance of this IP Agreement does not conflict with or result in a breach of any intellectual property 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, without the prior written consent of the Lender, 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 included in the Intellectual Property Collateral is valid and enforceable, and no part of the Intellectual Property Collateral has been judged invalid or unenforceable, in whole or in part, and to its knowledge, no material claim has been made that any part of the Intellectual Property Collateral violates the rights of any third party;

(e) Grantor shall promptly advise Lender 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 reasonable efforts to detect infringements of the Trademarks, Patents, Copyrights, and Mask Works and promptly advise Lender in writing of material infringements detected and (iii) not allow any material Trademarks, Patents, Copyrights, or Mask Works to be abandoned, forfeited or dedicated to the public without the written consent of Lender, 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 material Copyrights, if not so already registered, and shall, from time to time, execute and file such other instruments, and take such further actions as Lender may reasonably request from time to time to perfect or continue the perfection of Lender'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 Lender a valid first priority security interest in the Intellectual Property Collateral in the United States securing the payment and performance of the obligations evidenced by the Loan Agreement, perfected with respect to registered Patents, Trademarks and Copyrights, 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 or 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 Lender of its rights and remedies thereunder, with respect to such Patents, Trademarks and Copyrights;

(j) To its knowledge, all information heretofore supplied to Lender 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 Lender'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 Lender 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 Lender in relation thereto, including the levy of any legal process against any of the Intellectual Property Collateral.

4. Lender's Rights. Lender 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 thirty (30) days' notice to Grantor. Grantor shall reimburse and indemnify Lender 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 Lender and its employees, representatives and agents the right to visit, during reasonable hours upon prior reasonable written notice to Grantor (two days prior to an Event of Default), 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 once in every six (6) months; provided, however, nothing herein shall entitle Lender 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 Lender, to perfect Lender'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 Lender the grant or perfection of a security interest in all Intellectual Property Collateral.

(b) Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact, exercisable after the occurrence of an Event of Default (as defined in the Loan Agreement) and the continuance thereof, with full authority in the place and stead of Grantor and in the name of Grantor, Lender or otherwise, from time to time in Lender's discretion, upon Grantor's failure or inability to do so, to take any action and to execute any instrument which Lender 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 Loan Agreement; or

(b) Grantor breaches any warranty or agreement made by Grantor in this IP Agreement, which breach is not cured within fifteen (15) days.

8. Remedies. Upon the occurrence and continuance of an Event of Default, Lender shall have the right to exercise all the remedies of a secured party under the Massachusetts Uniform Commercial Code, including without limitation the right to require Grantor to assemble the Intellectual Property Collateral and any tangible property in which Lender has a security interest and to make it available to Lender at a place designated by Lender. Lender shall have a nonexclusive, royalty free license to use the Copyrights, Patents, Trademarks, and Mask Works to the extent reasonably necessary to permit Lender 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 Lender in connection with the exercise of any of Lender's rights hereunder, including without limitation any expense incurred in disposing of the Intellectual Property Collateral. All of Lender's rights and remedies with respect to the Intellectual Property Collateral shall be cumulative. Notwithstanding the foregoing, Lender shall have no rights to interfere, in any way, with the continued use, by Grantor's customers, of automated checkout systems or otherwise, prior to the occurrence of an Event of Default (as defined in the Loan Agreement) and the continuance thereof.

9. Indemnity. Grantor agrees to defend, indemnify and hold harmless Lender 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 Lender as a result of or in any way arising out of, following or consequential to transactions between Lender 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 Lender's gross negligence or willful misconduct.

10. Reassignment. At such time as Grantor shall completely satisfy all of the obligations secured hereunder, the security interest granted shall be considered terminated and Lender shall execute and deliver to Grantor all deeds, 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 Lender pursuant hereto. Lender further agrees that, prior to termination, Lender shall from time to time deliver to Grantor such partial release documentation as Grantor may reasonably request to evidence the release of any Intellectual Property Collateral disposed of in accordance with the terms of this IP Agreement and/or the Loan Agreement.

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. To the extent any provision of this IP Agreement is inconsistent with the Loan Agreement, the provisions of the Loan Agreement will govern.

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 Commonwealth of Massachusetts. GRANTOR ACCEPTS FOR ITSELF AND IN CONNECTION WITH ITS PROPERTIES, UNCONDITIONALLY, THE NON-EXCLUSIVE JURISDICTION OF ANY STATE OR FEDERAL COURT OF COMPETENT JURISDICTION IN THE COMMONWEALTH OF MASSACHUSETTS IN ANY ACTION, SUIT, OR PROCEEDING OF ANY KIND, AGAINST IT WHICH ARISES OUT OF OR BY REASON OF THIS AGREEMENT; PROVIDED, HOWEVER, THAT IF FOR ANY REASON LENDER CANNOT AVAIL ITSELF OF THE COURTS OF THE COMMONWEALTH OF MASSACHUSETTS, GRANTOR ACCEPTS JURISDICTION OF THE COURTS AND VENUE IN SANTA CLARA COUNTY, CALIFORNIA.

GRANTOR AND LENDER EACH HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF ANY OF THE LOAN DOCUMENTS OR ANY OF THE TRANSACTIONS CONTEMPLATED THEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. EACH PARTY RECOGNIZES AND AGREES THAT THE FOREGOING WAIVER CONSTITUTES A MATERIAL INDUCEMENT FOR IT TO ENTER INTO THIS AGREEMENT. EACH PARTY REPRESENTS AND WARRANTS THAT IT HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL AND THAT IT KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL.

16. Confidentiality. In handling any confidential information, Lender shall exercise the same degree of care that it exercises for its own proprietary information, but disclosure of information may be made: (i) to Lender's subsidiaries or affiliates in connection with their present or prospective business relations with Borrower; (ii) to prospective transferees or purchasers of any interest in the Loans, provided that prior to the occurrence of an Event of Default, Lender shall require that such prospective transferees or purchasers exercise the same standard of care as the Lender is required to hereunder; (iii) as required by law, regulation, subpoena, or other order, (iv) as required in connection with Lender's examination or audit; and (v) as Lender considers appropriate in exercising remedies under this Agreement. Confidential information does not include information that either: (a) is in the public domain or in Lender's possession when disclosed to Lender, or becomes part of the public domain after

disclosure to Lender; or (b) is disclosed to Lender by a third party, if Lender does not know that the third party is prohibited from disclosing the information.

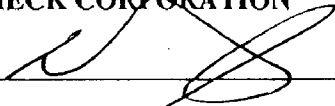
EXECUTED as a sealed instrument under the laws of the Commonwealth of Massachusetts on the day and year first written above.

Address of Grantor:

10550 Deerwood Park Blvd.
Jacksonville, Florida 32256

GRANTOR:

NEWCHECK CORPORATION

By:  _____

Name: Bruce F. Failing, Jr.

Title: Chief Executive Officer

651650.4

EXHIBIT "A"

COPYRIGHTS

SCHEDULE A - ISSUED COPYRIGHTS

<u>COPYRIGHT DESCRIPTION</u>	<u>REGISTRATION NUMBER</u>	<u>DATE OF ISSUANCE</u>
------------------------------	----------------------------	-------------------------

- NONE -

SCHEDULE B - PENDING COPYRIGHT APPLICATIONS

<u>COPYRIGHT DESCRIPTION</u>	<u>APPLICATION NUMBER</u>	<u>DATE OF FILING</u>	<u>DATE OF CREATION</u>	<u>FIRST DATE OF PUBLIC DISTRIBUTION</u>
------------------------------	---------------------------	-----------------------	-------------------------	--

- NONE -

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

<u>COPYRIGHT DESCRIPTION</u>	<u>DATE OF CREATION</u>	<u>FIRST DATE OF DISTRIBUTION</u>	<u>DATE AND RECORDATION NUMBER OF IP AGREEMENT WITH OWNER OR ORIGINAL GRANTOR IF AUTHOR OR OWNER OF COPYRIGHT IS DIFFERENT FROM GRANTOR</u>	<u>ORIGINAL AUTHOR OR OWNER OF COPYRIGHT IS DIFFERENT FROM GRANTOR</u>
------------------------------	-------------------------	-----------------------------------	---	--

- NONE -

EXHIBIT "B"

PATENTS/PATENT APPLICATIONS

<u>TITLE</u>	<u>COUNTRY</u>	<u>APPLICATION NO.</u>	<u>FILING DATE</u>	<u>PATENT NO.</u>	<u>ISSUE DATE</u>	<u>EXPIRATION DATE</u>
METHOD AND APPARATUS FOR WIRELESS ASSISTANCE FOR SELF-SERVICE CHECKOUT	United States	09/784656	15-Feb-2001	Pending		
METHODS AND APPARATUS FOR IMPROVED SELF-SERVICE CHECKOUT SYSTEM	United States	60/269598	16-Feb-2001	Pending		
METHOD AND APPARATUS FOR SELF-SERVICE CHECKOUT	United States	60/273097	02-Mar-2001	Pending		
SELF-SERVICE DISTRIBUTION SYSTEM	United States	06/628913	09-Jul-1984	4,676,343	30-Jun-1987	30-Jun-2004
SELF-SERVICE DISTRIBUTION SYSTEM	Italy	9453A/85	05-Jul-1985	1201326	27-Jan-1989	05-Jul-2005
SELF-SERVICE DISTRIBUTION SYSTEM	Germany	P3524231.0-53	06-Jul-1985	DE3524231	04-Dec-1990	06-Jul-2005
SELF-SERVICE DISTRIBUTION SYSTEM	United Kingdom	85.17281	08-Jul-1985	2161631	14-Oct-1987	08-Jul-2005
SELF-SERVICE DISTRIBUTION SYSTEM	Spain	544962	08-Jul-1985	544962	21-Nov-1986	08-Jul-2005
SELF-SERVICE DISTRIBUTION SYSTEM	Sweden	8503386-8	08-Jul-1985	8503386-8	25-Jan-1990	08-Jul-2005
SELF-SERVICE DISTRIBUTION SYSTEM	France	8510497	09-Jul-1985	2569024	17-Aug-1990	09-Jul-2005

<u>TITLE</u>	<u>COUNTRY</u>	<u>APPLICATION NO.</u>	<u>FILING DATE</u>	<u>PATENT NO.</u>	<u>ISSUE DATE</u>	<u>EXPIRATION DATE</u>
ARTICLE CHECKOUT COUNTER AND SYSTEM	United States	07/043938	29-Apr-1987	4,766,296	23-Aug-1988	23-Aug-2005
SELF-SERVICE DISTRIBUTION SYSTEM	Canada	485502	27-Jun-1985	1247241	20-Dec-1988	20-Dec-2005
SELF-SERVICE DISTRIBUTION SYSTEM	United States	06/742757	12-Jun-1985	4,792,018	20-Dec-1988	20-Dec-2005
ARTICLE CHECKOUT COUNTER AND SYSTEM	Argentina	310682	27-Apr-1988	247453	29-Dec-1994	27-Apr-2008
ARTICLE CHECKOUT COUNTER AND SYSTEM	Canada	565318	28-Apr-1988	1310093	10-Nov-1992	28-Apr-2008
UNATTENDED CHECKOUT SYSTEM AND METHOD	United States	07/320063	07-Mar-1989	4,940,116	10-Jul-1990	07-Mar-2009
ARTICLE PRICE INDICATOR	United States	320,236	7-Mar-1989	4,959,530	25-Sep-1990	7-Mar-2009
ARTICLE CHECKOUT COUNTER AND SYSTEM	United Kingdom	89.08682	18-Apr-1989	2217887	18-Mar-1992	18-Apr-2009
ARTICLE CHECKOUT COUNTER AND SYSTEM	Canada	597184	21-Apr-1989	1316604	20-Apr-1993	21-Apr-2009
ARTICLE CHECKOUT COUNTER AND SYSTEM	France	8905360	21-Apr-1989	2630315	05-Apr-1991	21-Apr-2009
ARTICLE CHECKOUT COUNTER AND SYSTEM	Germany	P3913162.9	21-Apr-1989	3913162	17-Nov-1994	21-Apr-2009
ARTICLE CHECKOUT COUNTER AND SYSTEM	Sweden	8901453-4	21-Apr-1989	8901453-4	24-Oct-1991	21-Apr-2009

<u>TITLE</u>	<u>COUNTRY</u>	<u>APPLICATION NO.</u>	<u>FILING DATE</u>	<u>PATENT NO.</u>	<u>ISSUE DATE</u>	<u>EXPIRATION DATE</u>
ARTICLE CHECKOUT COUNTER AND SYSTEM	United States	07/420685	11-Oct-1989	4,964,053	16-Oct-1990	11-Oct-2009
ARTICLE CHECKOUT SYSTEM WITH SECURITY PARAMETER OVERRIDE CAPACITY	United States	07/852569	17-Mar-1992	5,340,970	23-Aug-1994	01-Mar-2012
ARTICLE CHECKOUT SYSTEM WITH PRICE PARAMETER OVERRIDE CAPACITY	United States	852,552	17-Mar-1992	5,424,521	13-Jun-1995	13-Jun-2012
ARTICLE CHECKOUT SYSTEM WITH ENHANCED THROUGHPUT	United States	08/105777	12-Aug-1993	5,311,969	17-May-1994	12-Aug-2013

EXHIBIT "C"

TRADEMARKS

<u>TRADEMARK DESCRIPTION</u>	<u>COUNTRY</u>	<u>APPLICATION NO.</u>	<u>REG. NO</u>	<u>FILING DATE</u>	<u>REGISTRATION DATE</u>
Productivity Solutions	USA	75/553724	1948261	26-July - 1994	16-January -1996
ACM	USA	73/688841	1494924	09-October-1987	05-July -1988

EXHIBIT "D"

MASK WORKS

<u>MASK WORK</u>	<u>DESCRIPTION</u>	<u>COUNTRY</u>	<u>SERIAL NO.</u>	<u>REG. NO</u>	<u>STATUS</u>
------------------	--------------------	----------------	-------------------	----------------	---------------

-NONE-

EXHIBIT "E"

LICENSES

In the ordinary course of its business, the Grantor, in connection with its sales of its ACM Machines, provides a non-exclusive and restricted license to its customers to utilize certain computer software solely with respect to the operation of such machines.

651650.4