

10-29-2001

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



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

Tab settings

101888190

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

1. Name of conveying party(ies):

De Ster.ACS Holding BV

10/17/01

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State Netherlands/Holland, 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: September 26, 2001

2. Name and address of receiving party(ies)

Name: Svenska Handelsbanken AB

Internal

Address: c/o Handelsbanken Markets

Street Address: Kungstradgardsgatan 2

City: Stockholm State: Sweden Zip: SE-106 70

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State, Other Sweden Company

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) 76211882 76211875 76211884 76211876

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: Stephen P. Demm

Internal Address: Hunton & Williams

Riverfront Plaza, East Tower

Street Address: 951 East Byrd Street

City: Richmond State: Virginia Zip: 23219-4074

6. Total number of applications and registrations involved:

4

7. Total fee (37 CFR 3.41) \$ 115.00

- Enclosed, Authorized to be charged to deposit account (for additional fees)

8. Deposit account number:

08-3436

(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.

Stephen P. Demm

Name of Person Signing

Signature

10-15-01

Date

19

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

10/26/2001 6TOM11

00000145 76211882

Mail documents to be recorded with required cover sheet information to:

01 FC:481 02 FC:482

40.00 DP 75.00 DP

Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

TRADEMARK REEL: 2390 FRAME: 0532

CERTIFICATE OF MAILING

I HEREBY CERTIFY THAT THIS CORRESPONDENCE IS BEING DEPOSITED WITH THE UNITED STATES POSTAL SERVICE AS FIRST CLASS MAIL IN AN ENVELOPE ADDRESSED TO BOX ASSIGNMENTS, COMMISSIONER OF PATENTS AND TRADEMARKS, WASHINGTON, D.C., ON OCTOBER 15, 2001.

Shannon D. Adkins

(TYPED OR PRINTED NAME)



(SIGNATURE)

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Assignee:)
)
)
Svenska Handelsbanken AB)
)
Request for Recordation of Security Interest)
_____)

76,211,882

Box Assignments
Commissioner of Patents and Trademarks
Washington, D.C. 20231

DESIGNATION OF DOMESTIC REPRESENTATIVE

Honorable Sir:

In connection with Request for Recordation of Security Interest, Svenska Handelsbanken AB (Assignee), hereby designates Stephen P. Demm, whose postal address is Hunton & Williams, Riverfront Plaza, East Tower, 951 East Byrd Street, Richmond, Virginia 23219-4074, (804) 788-8331, sdemm@hunton.com, as assignee's United States domestic representative upon whom notice or process in proceedings may be served.

TRADEMARK
REEL: 2390 FRAME: 0533

SVENSKA HANDELSBANKEN AB (publ)

By: *Margareta Muhlenbock Ingrid Persson*

Margareta Muhlenbock Ingrid Persson
(Printed Name)

VP A.V.P
(Title)

Date: October 3, 2001

J 58060.3

RIDER TO SECURITY AGREEMENT - PATENTS AND TRADEMARKS

THIS RIDER TO SECURITY AGREEMENT ("Rider") is executed as of September 26, 2001, by and among the parties set forth on the signature page hereto (collectively, the "**Grantors**"), and **SVENSKA HANDELSBANKEN AB (publ)**, for itself and as agent for each of the Lenders, the Mezzanine Lenders and the Hedging Banks (the "**Secured Party**"). This Rider is incorporated into and made part of that certain Security Agreement by and between certain Grantors and the Secured Party dated as of September 26, 2001 (as the same may be amended or restated, the "**Security Agreement**").

Initially capitalized terms used and not otherwise defined in this Rider shall have the same meanings ascribed to such terms in the Security Agreement.

By a credit agreement dated as of September 26, 2001 (the "**Credit Agreement**"), the Secured Party and the other Lenders (as defined in the Credit Agreement) parties thereto have made available certain credit facilities to Duni AB and certain of its subsidiaries.

Each Grantor has adopted, used and is using, and has registered or has filed applications for the registration of, its respective trademarks, service marks and trade names listed on Schedule A to the Patent and Trademark Assignment attached hereto as Exhibit A (the "**Patent and Trademark Assignment**") (all such marks or names hereinafter referred to as the "**Trademarks**").

Each Grantor has the entire right, title and interest in and to the patents and patent applications listed on Schedule B to the Patent and Trademark Assignment (all such patents or patent applications hereinafter referred to as the "**Patents**").

Secured Party desires to acquire a lien and security interest on the Patents and the registration thereof and the Trademarks and the registration thereof, together with all the goodwill of Grantor associated therewith and represented thereby, as security for all of the Secured Obligations, and Secured Party desires to have its security interest in such Patents and Trademarks confirmed by a document identifying same and in such form that it may be recorded in the United States Patent and Trademark Office.

NOW, THEREFORE, with the foregoing background deemed incorporated by reference and made a part hereof, the parties hereto, and intending to be legally bound hereby, covenant and agree as follows:

1. **Grant of Security Interest.** In consideration of and pursuant to the terms of the Finance Documents, and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, each Grantor, to secure the Secured Obligations of such Grantor to the Secured Party, does hereby assign for security and grant to Secured Party a lien and security interest in all its present and future right, title and interest in and to the Patents and the Trademarks (together with all the goodwill of each such Grantor associated with and represented by the Trademarks), and the registration thereof and the right (but not the obligation) to sue for past, present and future infringements, and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits.

2. **Maintenance of Patents and Trademarks.** Each Grantor hereby covenants and agrees to maintain the registered Patents and Trademarks in full force and effect until all of the Secured Obligations to Secured Party are satisfied in full except as permitted by Section 12(a) hereof.

3. **Representations and Warranties.** Each Grantor represents, warrants and covenants that (a) the Patents and Trademarks have not been adjudged invalid or unenforceable; (b) no Grantor has notice of any suits or actions commenced or threatened against it, or notice of claims asserted or threatened against it, with reference to the Patents or Trademarks and the interests granted herein, including, without limitation, any claim, suit or action alleging or asserting that any Patent or Trademark is not valid or enforceable, and no Grantor has knowledge of a factual basis for any such claim, suit or action; (c) except as disclosed in the Finance Documents, each Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of its respective Patents and Trademarks, and, except as disclosed in or permitted under the Finance Documents, each of the Patents and Trademarks is free and clear of any liens, charges, licenses (except for non-exclusive licenses granted in the ordinary course of business) and encumbrances, including, without limitation, pledges, assignments, and covenants by any Grantor not to sue third persons; (d) each Grantor has the full power and authority as a corporation or other entity to enter into this Rider and perform its terms; (e) each Grantor has used, and will continue to use for the duration of this Rider, proper notice, as permitted by 15 U.S.C. § 1051-1127 in connection with its use of the registered Trademarks; and (f) each Grantor has used, and will continue to use for the duration of this Rider, consistent standards of quality in products and services leased or sold under the Trademarks and hereby grants to Secured Party and its employees and agents the right to visit, upon two (2) business days' prior notice each Grantor's locations that lease, sell, or store products or services under any of the Trademarks and to inspect the products and services and quality control records relating thereto at reasonable times during regular business hours to ensure Grantors' compliance with this paragraph 3(f).

4. **Covenants.** Each Grantor further covenants that: (a) until all of the Secured Obligations have been satisfied in full, no Grantor will enter into any agreement, including without limitation, license agreements, except for non-exclusive licenses granted in the ordinary course of business the terms of which are not inconsistent with Grantors' obligations under this Rider, and (b) if any Grantor uses and/or acquires rights to any new Patent or Trademark, the provisions of this Rider shall automatically apply thereto and each such Grantor shall give Secured Party prompt written notice thereof along with amended Schedules to the Patent and Trademark Assignment.

5. **Exclusive Use of Patents and Trademarks.** So long as this Rider is in effect and so long as no Grantor has received notice from the Secured Party that an Event of Default has occurred and is continuing and the Secured Party has provided the notice required by Section 21.2 of the Credit Agreement and Section 19.2 of the Mezzanine Loan Agreement, and that the Secured Party has elected to exercise its rights hereunder, each Grantor shall continue to own its respective Patents and Trademarks and to have the right to the exclusion of Secured Party to use such Patents and Trademarks and to grant non-exclusive licenses with respect thereto in the ordinary course of business, and Secured Party shall have no right to use the Patents and Trademarks or issue any exclusive or non-exclusive license with respect thereto, or assign, pledge or otherwise transfer title in the Patents and Trademarks to anyone else.

6. **Negative Pledge.** Each Grantor agrees not to sell, assign or further encumber its rights and interest in the Patents and Trademarks without prior written consent of Secured Party, except for non-exclusive licenses granted in the ordinary course of business, which consent shall not be unreasonably withheld.

7. **Remedies Upon Default.**

(a) Anything herein contained to the contrary notwithstanding, if an Event of Default has occurred and is continuing, each Grantor hereby covenants and agrees that Secured Party, as the holder of a security interest under the Uniform Commercial Code, as now or hereafter in effect in the State of New York, may take such action permitted under the Finance Documents or permitted by law, in its exclusive discretion, to foreclose upon the Patents and Trademarks covered hereby. Notwithstanding any provision in this Rider or the Security Agreement to the contrary, the Secured Party shall not exercise any power of attorney or enforcement action unless and until an Event of Default has occurred and is continuing and the Secured Party has provided the notice required by Section 21.2 of the Credit Agreement and Section 19.2 of the Mezzanine Loan Agreement.

(b) For such purposes, each Grantor hereby authorizes and empowers Secured Party, following and during the continuance of an Event of Default, to make, constitute and appoint any officer or agent of Secured Party as Secured Party may select, in its exclusive discretion, as such Grantor's true and lawful attorney-in-fact, with the power to endorse Grantor's name on all applications, documents, papers and instruments necessary for Secured Party to use the Patents and Trademarks or to grant or issue any exclusive or non-exclusive license under the Patents and Trademarks to anyone else, or necessary for Secured Party to assign, pledge, convey or otherwise transfer title in or dispose of the Patents and Trademarks to anyone else. Each Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof, except for the gross negligence or willful misconduct of such attorney. This power of attorney shall be irrevocable for the life of this Rider and the Finance Documents, and until all the Secured Obligations are satisfied in full.

(c) Each Grantor expressly acknowledges that Secured Party shall record this Rider with the United States Patent and Trademark Office in Washington, DC and, if applicable, with other appropriate offices, agencies, or registries. Contemporaneously herewith, Grantors shall also execute and deliver to Secured Party the conditional Patent and Trademark Assignment in the form attached hereto as Exhibit A, which assignment shall have no force and effect and

shall be held by Secured Party, in escrow, until the occurrence of an Event of Default under the any Finance Document and the giving of notice by the Secured Party as required by Section 21.2 of the Credit Agreement and Section 19.2 of the Mezzanine Loan Agreement. After such occurrence and notice, the Patent and Trademark Assignment shall take effect immediately upon certification of such fact by an authorized officer of Secured Party in the form reflected on the face of the Patent and Trademark Assignment.

8. **Subject to Security Agreement.** This Rider shall be subject to the terms, provisions, and conditions set forth in the Security Agreement and may not be modified without the written consent of the party against whom enforcement is being sought.

9. **Inconsistency with Security Agreement.** All rights and remedies herein granted to Secured Party shall be in addition to any rights and remedies granted to Secured Party under the Security Agreement. In the event of an inconsistency between this Rider and the Security Agreement, the language of the Security Agreement shall control. The terms and conditions of the Security Agreement are hereby incorporated herein by reference.

10. **Termination of Agreement.** Upon payment and performance of all Secured Obligations, Secured Party shall execute and deliver to Grantors all documents necessary to terminate Secured Party's security interest in the Patents and Trademarks and deliver to Grantors the original and all copies of the previously executed Patent and Trademark Assignment.

11. **Fees and Expenses.** Any and all reasonable fees, costs and expenses, of whatever kind or nature, including the out-of-pocket reasonable attorneys' fees and legal expenses to the extent actually incurred by Secured Party in connection with the preparation of this Rider and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or reasonable out-of-pocket costs otherwise incurred in protecting, maintaining, preserving the Patents and Trademarks, or in defending or prosecuting any actions or proceedings arising out of or related to the Patents and Trademarks, in each case in accordance with the terms of this Rider, shall be borne and paid by Duni AB on demand by Secured Party and until so paid shall be added to the principal amount of the Secured Obligations to Secured Party and shall bear interest at the rate set forth in the Credit Agreement.

12. **Prosecution of Patent and Trademark Applications.**

(a) Subject to the terms of the Security Agreement, each Grantor shall, to the extent commercially reasonable, have the duty to prosecute diligently any applications with respect to the Patents and Trademarks pending as of the date of this Rider or thereafter, until the Secured Obligations shall have been satisfied in full, to preserve and maintain all rights in the Patents and Trademarks, and upon reasonable request of Secured Party, Grantors shall make federal application on registrable but unregistered trademarks belonging to Grantors. Any reasonable expenses incurred in connection with such applications shall be borne by Grantors. Except with respect to any Patent or Trademark that a Grantor reasonably determines is not

material to its business or not of material economic value to it, Grantors shall not abandon any Patent or Trademark registration or application without the written consent of Secured Party.

(b) Grantors shall have the right to bring suit in their own names to enforce the Patents and Trademarks, in which event Secured Party may, at Secured Party's option, if Grantors deem it necessary or after an Event of Default, be joined as a nominal party to such suit if Secured Party shall have been satisfied that it is not thereby incurring any risk of liability because of such joinder. Grantors shall promptly, upon demand, reimburse and indemnify Secured Party for all damages, reasonable costs and reasonable expenses, including attorneys' fees, to the extent incurred by Secured Party in the fulfillment of the provisions of this paragraph.

13. **Additional Remedies.** After and during the continuance of an Event of Default, Secured Party may, without any obligation to do so, complete any obligation of any Grantor hereunder, in such Grantor's name or in Secured Party's name, but at the Grantors' expense, and Duni AB hereby agrees to reimburse Secured Party in full for all reasonable expenses, including reasonable out-of-pocket attorneys' fees, to the extent incurred by Secured Party in protecting, defending and maintaining the Patents and Trademarks.

14. **Governing Law.**

THIS RIDER WILL BE INTERPRETED AND THE RIGHTS AND LIABILITIES OF THE PARTIES HERETO DETERMINED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, EXCLUDING ITS CONFLICT OF LAWS RULES, EXCEPT THAT THE FEDERAL LAWS OF THE UNITED STATES OF AMERICA SHALL GOVERN TO THE EXTENT APPLICABLE.

15. **Counterparts.** This Rider may be signed in any number of counterpart copies and by the parties hereto on separate counterparts, which may be delivered by facsimile, but all such copies shall constitute one and the same instrument.

[Signature Page to Follow]

WITNESS the due execution hereof as a document under seal, effective as of the date first written above.

WITNESS / ATTEST

By: _____

Print Name: _____

By: _____

Print Name: _____

By: _____

Print Name: _____

By: _____

Print Name: _____

By: _____

Print Name: _____

GRANTORS:

DUNI AB

By: _____

Title: _____

Name: _____

DE STER HOLDING BV

By: _____

Title: _____

Name: _____

Name: _____

DE STER NV

By: _____

Title: _____

Name: _____

DE STER ACS HOLDING BV

By: _____

Title: _____

Name: _____

DE STER ACS AMERICAS CORPORATION

By: *Roger Cartledge*

Title: TREASURER

Name: ROGER CARTLEDGE

WITNESS the due execution hereof as a document under seal, effective as of the date last written above.

WITNESS / ATTEST

By: [Signature]
Print Name: Ragnor Dahlén

By: [Signature]
Print Name: Ragnor Dahlén

By: [Signature]
Print Name: Ragnor Dahlén

By: [Signature]
Print Name: Ragnor Dahlén

By: _____
Print Name: _____

GRANTORS:

DUNI AB

By: [Signature]
Title: _____
Name: JOHAN MALMQUIST

DE STER HOLDING BV

By: [Signature]
Title: _____
Name: JOHAN MALMQUIST

Name: _____

DE STER NV

By: [Signature]
Title: _____
Name: JOHAN MALMQUIST

DE STER ACS HOLDING BV

By: [Signature]
Title: _____
Name: JOHAN MALMQUIST

DE STER ACS AMERICAS CORPORATION

By: _____
Title: _____
Name: _____

EXHIBIT A

THIS DOCUMENT SHALL BE HELD BY THE SECURED PARTY IN ESCROW UNTIL (1) AN EVENT OF DEFAULT HAS OCCURRED PURSUANT TO ANY FINANCE DOCUMENT AND, (2) THE SECURED PARTY HAS GIVEN THE NOTICE REQUIRED BY SECTION 21.2 OF THE CREDIT AGREEMENT AND SECTION 19.2 OF THE MEZZANINE LOAN AGREEMENT. BY SIGNING IN THE SPACE PROVIDED BELOW, THE UNDERSIGNED OFFICER OF SECURED PARTY CERTIFIES THAT AN EVENT OF DEFAULT HAS OCCURRED AND IS CONTINUING AS OF THE DATE THIS CERTIFICATION IS BEING MADE, THE SECURED PARTY HAS GIVEN THE NOTICES REQUIRED BY SECTION 21.2 OF THE CREDIT AGREEMENT AND SECTION 19.2 OF THE MEZZANINE LOAN AGREEMENT AND THAT SECURED PARTY AS GRANTEE HEREUNDER HAS ELECTED TO TAKE POSSESSION OF THE PATENTS AND TRADEMARKS (AS DEFINED BELOW) IN ACCORDANCE WITH APPLICABLE PROVISIONS OF THE UNIFORM COMMERCIAL CODE (AS DEFINED IN THE SECURITY AGREEMENT) AND TO RECORD THIS DOCUMENT WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE. UPON RECORDING OF THIS DOCUMENT WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE, THIS LEGEND SHALL CEASE TO HAVE ANY FORCE OR EFFECT.

**SVENSKA HANDELSBANKEN AB
(publ)**

By: _____ [SEAL]

Its: _____

Name: _____

Date: _____

Patent and Trademark Assignment

WHEREAS, each Grantor whose name appears on the signature page hereto (collectively, the "Grantors") is the owner of the entire right, title and interest in and to its respective United States trademark and service mark registrations and applications listed on Schedule A attached hereto and made a part hereof ("Trademarks"); and

WHEREAS, each Grantor is the owner of the entire right, title and interest in and to its respective United States patent registrations and applications listed on Schedule B attached hereto and made a part hereof ("Patents"); and

WHEREAS, Svenska Handelsbanken AB (publ), which is identified as "Secured Party" (the "Grantee") under that certain Rider to Security Agreement - Patents and Trademarks (the "Rider") of even date herewith, is desirous of acquiring said Patents and Trademarks;

WHEREAS, Grantee has a security interest in the assets of Grantors, adequate to carry on the business of Grantors; and

WHEREAS, the Rider provides that this Assignment shall become effective upon certification by an authorized officer of Secured Party, by execution of the foregoing Assignment certification, that an "Event of Default" under a Finance Document has occurred and is continuing and the Secured Party has given the notice required by Section 21.2 of the Credit Agreement and Section 19.2 of the Mezzanine Loan Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, each Grantor and their respective successors and assigns, subject to the limitations stated in the paragraph immediately following, does hereby transfer, assign, and set over unto Grantee, its successors, transferees and assigns, all of its present and future right, title and interest in and to the Patents and the Trademarks, all proceeds thereof, all goodwill associated therewith, all business associated therewith and any and all rights to bring any and all legal action for past infringement.

This Patent and Trademark Assignment shall be effective only upon the certification by an authorized officer of Grantee, as provided above, that (a) an Event of Default has occurred and is continuing, (b) the Secured Party has given the notice required by Section 21.2 of the Credit Agreement and Section 19.2 of the Mezzanine Loan Agreement, and (c) Grantee has elected to take possession of the Patents and Trademarks in accordance with applicable provisions of the Uniform Commercial Code and the Rider.

[Signature Page to Follow]

IN WITNESS WHEREOF, the undersigned has caused this Patent and Trademark Assignment to be executed by its duly authorized under seal officer as of September 26, 2001.

WITNESS / ATTEST

By: [Signature]
Print Name: Sagnar Dahlia

By: [Signature]
Print Name: Sagnar Dahlia

By: [Signature]
Print Name: Sagnar Dahlia

By: [Signature]
Print Name: Sagnar Dahlia

By: _____
Print Name: _____

GRANTORS:

DUNI AB

By: [Signature]
Title: _____
Name: John Malmqvist

DE STER HOLDING BV

By: [Signature]
Title: _____
Name: John Malmqvist

Name: _____

DE STER NV

By: [Signature]
Title: _____
Name: John Malmqvist

DE STER ACS HOLDING BV

By: [Signature]
Title: _____
Name: John Malmqvist

DE STER ACS AMERICAS CORPORATION

By: _____
Title: _____
Name: _____

BK:89889-1

IN WITNESS WHEREOF, the undersigned has caused this Patent and Trademark Assignment to be executed by its duly authorized under seal officer as of September 26, 2001.

WITNESS / ATTEST

GRANTORS:

By: _____

DUNI AB

Print Name: _____

By: _____

Title: _____

Name: _____

By: _____

DE STER HOLDING BV

Print Name: _____

By: _____

Title: _____

Name: _____

Name: _____

By: _____

DE STER NV

Print Name: _____

By: _____

Title: _____

Name: _____

By: _____

DE STER ACS HOLDING BV

Print Name: _____

By: _____

Title: _____

Name: _____

By: _____

DE STER ACS AMERICAS CORPORATION

Print Name: _____

By: Logan Allers

Title: TREASURER

Name: LOGAN CANTLEDGE

US

Record ID	Reference Contact	Nature	Valid	Keyword	Appl Number	Appl Date	Req Number	Req Date	\$	Beneficial Owner	Registered Proprietor	Ext	Provisional	Expiration Date
5766/KA/005V0045		Trade mark - Classes: 16		DUNI	1338	7/17/93	1039231	6/13/76 US		*REM* DUNI AB	application to transfer to *REM* DUNI AB pending			7/17/05
1229/KA/010V0044		Trade mark - Classes: 24		DUNITEK	69446	11/7/77	1549233	7/17/89		*REM* DUNI AB	application to transfer to *REM* DUNI AB pending			7/17/05
1977/KA/010V0050		Trade mark - Classes: 16, 24		DUNI	131708	4/9/74	1793224	7/7/83		*REM* DUNI AB	application to transfer to *REM* DUNI AB pending			7/7/05
2031/KA/010V0039		Trade mark - Classes: 16		DUNI	111461	11/7/73	1123113	6/18/68 US		*REM* DUNI AB	application to transfer to *REM* DUNI AB pending			6/18/08
4406/KA/005V0015		Trade mark - Classes: 16		DUNI			851041	6/18/68 US		*REM* DUNI AB	application to transfer to *REM* DUNI AB pending			6/18/08
7912/KA/010V0019		Trade mark - Classes: 16, 24		DUNI	433825	7/11/83	1351972	8/13/85 US		*REM* DUNI AB	application to transfer to *REM* DUNI AB pending			8/13/05
2813/KA/010V0019		Trade mark - Classes: 8, 21		DUNI	433827	7/11/83	1340133	6/11/85 US		*REM* DUNI AB	application to transfer to *REM* DUNI AB pending			6/11/05
176/KA/010V0046		Trade mark - Classes: 16		DUNITEK	75403809	5/14/96	2211633	12/29/98 US		*REM* DUNI AB	application to transfer to *REM* DUNI AB pending			6/29/04

Schedule A

US

Reference Contact	Nature	Keyword	Appl Number	Appl Date	Reg Number	Country	Beneficial Owner	Registered	Proprietit	Prolongatit	Expiration Date
432 16359-US-B	Trade mark	STER B/W	74063603	29.05.1990	1735943	992 US	De Ster ACS Holding BV	Holding BV (change of name from De Ster Holding BV not	01.12.2002		
471 16353-US-W	Trade mark	De Ster	74063602	29.05.1990	1776167	993 US	De Ster ACS Holding BV	Holding BV (change of name from De Ster Holding BV not	15.06.2003		
567 13709-US-C	Trade mark	Harmony + logo	76/211884	20.02.2001		US	De Ster.ACS Holding B.V.	De Ster.ACS Holding B.V.			
583 13708-US-C	Trade mark	Symphony + logo	76/211875	20.02.2001		US	De Ster.ACS Holding B.V.	De Ster.ACS Holding B.V.			
602 13707-US-C	Trade mark	Virtuoso + logo	76/211876	20.02.2001		US	De Ster.ACS Holding B.V.	De Ster.ACS Holding B.V.			

TRADEMARK
REEL: 2390 FRAME: 0547

Schedule B

US

Reference Code	Class	Mark	Keyword	App. Number	Appl. Date	Reg. Number	Reg. Date	Class	Beneficial Owner	Registered Proprietor	Next Prolongation	Final Expiration Date
657/004	n	Desig	Topaz	122,502				US	De Ster ACS Holding BV	De Ster ACS Holding BV (change of name from De Ster Holding BV not yet recorded)		
657/004	n	Desig	Topaz	122,503				US	De Ster ACS Holding BV	De Ster ACS Holding BV (change of name from De Ster Holding BV not yet recorded)		
657/004	n	Desig	Topaz	674,271				US	De Ster ACS Holding BV	De Ster ACS Holding BV (change of name from De Ster Holding BV not yet recorded)		
657/004	n	Desig	Topaz	674,269				US	De Ster ACS Holding BV	De Ster ACS Holding BV (change of name from De Ster Holding BV not yet recorded)		
5-657/008	US n	Desig	Emerald Classics	06/689484				US	De Ster ACS Holding BV	De Ster ACS Holding BV (change of name from De Ster Holding BV not yet recorded)		
7-700/017	US n	Desig	Classics	29/078,264				US	De Ster ACS Holding BV	De Ster ACS Holding BV (change of name from De Ster Holding BV not yet recorded)		
7-700/017	US n	Desig	Classics	29/081,668				US	De Ster ACS Holding BV	De Ster ACS Holding BV (change of name from De Ster Holding BV not yet recorded)		
7-700/017	US n	Desig	Classics	29/083,109				US	De Ster ACS Holding BV	De Ster ACS Holding BV (change of name from De Ster Holding BV not yet recorded)		
7-700/017	US n	Desig	Classics	29/080,797				US	De Ster ACS Holding BV	De Ster ACS Holding BV (change of name from De Ster Holding BV not yet recorded)		
7-700/017	US n	Desig	Classics	29/081,667				US	De Ster ACS Holding BV	De Ster ACS Holding BV (change of name from De Ster Holding BV not yet recorded)		
7-700/017	US n	Desig	Classics	29/081,077				US	De Ster ACS Holding BV	De Ster ACS Holding BV (change of name from De Ster Holding BV not yet recorded)		
7-700/017	US n	Desig	Classics	29/082,034				US	De Ster ACS Holding BV	De Ster ACS Holding BV (change of name from De Ster Holding BV not yet recorded)		
7-700/017	US n	Desig	Classics	29/081,823				US	De Ster ACS Holding BV	De Ster ACS Holding BV (change of name from De Ster Holding BV not yet recorded)		
7-700/017	US n	Desig	Classics	29/078,583				US	De Ster ACS Holding BV	De Ster ACS Holding BV (change of name from De Ster Holding BV not yet recorded)		
7-700/017	US n	Desig	Classics	29/078,582				US	De Ster ACS Holding BV	De Ster ACS Holding BV (change of name from De Ster Holding BV not yet recorded)		
7-700/022	US n	Desig	Clearwater	29/083,864				US	De Ster ACS Holding BV	De Ster ACS Holding BV (change of name from De Ster Holding BV not yet recorded)		
7-700/022	US n	Desig	Clearwater	29/083,865				US	De Ster ACS Holding BV	De Ster ACS Holding BV (change of name from De Ster Holding BV not yet recorded)		
7-700/022	US n	Desig	Clearwater	29/083,867				US	De Ster ACS Holding BV	De Ster ACS Holding BV (change of name from De Ster Holding BV not yet recorded)		
7-700/022	US n	Desig	Clearwater	29/083,868				US	De Ster ACS Holding BV	De Ster ACS Holding BV (change of name from De Ster Holding BV not yet recorded)		
700/026	n	Desig	Dacapo	29/089,560				US	De Ster ACS Holding BV	De Ster ACS Holding BV (change of name from De Ster Holding BV not yet recorded)		
700/033	n	Desig	Cantate	29/110,295				US	De Ster ACS Holding BV	De Ster ACS Holding BV (change of name from De Ster Holding BV not yet recorded)		
700/033	n	Desig	Cantate	29/110,294				US	De Ster ACS Holding BV	De Ster ACS Holding BV (change of name from De Ster Holding BV not yet recorded)		
700/033	n	Desig	Cantate	29/110,293				US	De Ster ACS Holding BV	De Ster ACS Holding BV (change of name from De Ster Holding BV not yet recorded)		

TRADE MARK
REEL: 2390 FRAME: 0548

Schedule B

US

Reference	Contact	Class	Marking	Keyword	Appl Number	Appl Date	Reg Number	Reg Date	Country	Beneficial Owner	Registered Proprietor	Next Registration
13	700/013 US4	Design	n	preludio	29/110,292				US	De Ster ACS Holding BV	De Ster ACS Holding BV (change of name from De Ster Holding BV not yet recorded)	
14	700/013 US5	Design	n	preludio	29/110,291				US	De Ster ACS Holding BV	De Ster ACS Holding BV (change of name from De Ster Holding BV not yet recorded)	
15	700/013 US6	Design	n	preludio	29/110,290				US	De Ster ACS Holding BV	De Ster ACS Holding BV (change of name from De Ster Holding BV not yet recorded)	
16	700/013 US7	Design	n	preludio	29/110,288				US	De Ster ACS Holding BV	De Ster ACS Holding BV (change of name from De Ster Holding BV not yet recorded)	
17	700/013 US8	Design	n	preludio	29/110,289				US	De Ster ACS Holding BV	De Ster ACS Holding BV (change of name from De Ster Holding BV not yet recorded)	
50	700/043 US1	Design	n	Cantate	29/110,287				US	De Ster ACS Holding BV	De Ster ACS Holding BV (change of name from De Ster Holding BV not yet recorded)	
51	700/043 US2	Design	n	Cantate	29/110,286				US	De Ster ACS Holding BV	De Ster ACS Holding BV (change of name from De Ster Holding BV not yet recorded)	
52	700/043 US3	Design	n	Cantate	29/110,285				US	De Ster ACS Holding BV	De Ster ACS Holding BV (change of name from De Ster Holding BV not yet recorded)	
53	700/043 US4	Design	n	Cantate	29/110,284				US	De Ster ACS Holding BV	De Ster ACS Holding BV (change of name from De Ster Holding BV not yet recorded)	

TRADEMARK
REEL: 2390 FRAME: 0549

Schedule B

US

Record ID	Reference Cont Nature	Keyword	App Number	App Date	Reg Number	Reg Date	Counties	Beneficial Owner	Registered Proprietor	Prolongation	Expiration Date
8/PB/010P00660US	Patent SUGSKARYNING		07/934.535	10/6/92	5360502	11/1/94	US	"NEW" DUNI AB	"OLD" DUNI AB		
9/PB/010P00660US	Patent FILLERDUK		08-244.986	6/20/94	5466318	#####	US	"NEW" DUNI AB	"OLD" DUNI AB		
28/PB/010P00760US	Patent SKURNA STRANGER-NAT		09/155.698	#####			US	"NEW" DUNI AB	"OLD" DUNI AB		
23/PB/010P000	Patent SKURNA STRANGER-NAT		PCT/SK97/00557	4/3/97	MO 97/36565		BE,DE,GB,SE but not yet in national phase),US	"NEW" DUNI AB	"OLD" DUNI AB		

RECORDED: 10/17/2001

TRADEMARK
REEL: 2390 FRAME: 0550