

12-19-2001



COVER SHEET  
ONLY

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

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101921823

To the Honorable Commissioner

Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):  
**SIGUE CORPORATION**  
**1518 San Fernando Road**  
**San Fernando, California 91340**  
 Individuals(s)  Association  
 General Partnership  Limited Partnership  
 Corporation-State **Delaware**  
 Other \_\_\_\_\_

12/14/01

2. Name and address of receiving party(ies)  
Name: **CALIFORNIA BANK & TRUST**  
Internal Address:  
Street Address: **3810 Crenshaw Blvd.**  
City: **Los Angeles** State: **CA** ZIP: **91340**  
 Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State \_\_\_\_\_  
 Other **a California banking corporation**

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

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

Execution Date: **November 16, 2001**

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 patent number(s):

A. Trademark Application No.(s)  
**Signe (Serial # 76-038,775)**  
**Signe (logo) (Serial # 76-312,737)**

B. Trademark Registration No.(s)



12-14-2001

U.S. Patent & TMO/TM Mail Rcpt. Dt. #40

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
**Mr. Sigi Hinojosa**  
Name: **Buchalter, Nemer, Fields & Younger**  
Internal Address: \_\_\_\_\_  
\_\_\_\_\_  
Street Address: **601 South Figueroa Street, 24th Floor**  
City: **Los Angeles** State: **California** ZIP: **90017**

6. Total number of applications and registrations involved:  1  2

7. Total fee (37 CFR 3.41) \_\_\_\_\_  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:  
20-0052  
(Attach duplicate copy of this page if paying by deposit account)

US PATENT & TRADEMARK OFFICE  
RECEIVED  
DEC 14 2001  
MAIL ROOM

12/18/2001 GTON11 00000153 200052 76038775  
01 FC:481 40.00 CH

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.

**MR. SIGI HINOJOSA**  
Name of Person Signing

*[Signature]*  
Signature

**December 12, 2001**  
Date

*Christiane E. Wilson*  
Total number of pages including cover sheet, attachments, and document:

# Intellectual Property Security Agreement

**Grantor:** Sigue Corporation,  
a Delaware corporation

**Address:** 1518 San Fernando Road  
San Fernando, California 91340

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (the "Agreement"), dated as of November 16, 2001, by and among **CALIFORNIA BANK & TRUST**, a California banking corporation ("Bank") with offices at 3810 Crenshaw Boulevard, Los Angeles, California 90008, and **SIGUE CORPORATION**, a Delaware corporation ("Grantor"), whose chief executive office is located at the above address, is entered into with respect to the following:

A. Grantor, Sigue International, a California corporation, Sigue, LLC, a Nevada limited liability company and Bank are, contemporaneously herewith, entering into that certain Loan and Security Agreement ("Loan Agreement") and other instruments, documents and agreements contemplated thereby or related thereto (collectively, and together with the Loan Agreement, the "Loan Documents"); and

B. Grantor is the owner of certain intellectual property, identified below, in which Grantor is granting a security interest to Bank.

**NOW THEREFORE**, in consideration of the mutual promises, covenants, conditions, representations, and warranties hereinafter set forth and for other good and valuable consideration, the parties hereto mutually agree as follows:

## 1. DEFINITIONS AND CONSTRUCTION.

**1.1. Definitions.** The following terms, as used in this Agreement, have the following meanings:

**"Code"** means the California Uniform Commercial Code, as amended and supplemented from time to time, and any successor statute.

**"Collateral"** means:

(i) Each of the copyrights and rights and interests capable of being protected as copyrights, which are presently, or in the future may be, owned, authored, acquired, or used (whether pursuant to a license or otherwise) by Grantor, in whole or in part, and all copyright rights with respect thereto throughout the world, including all proceeds thereof (including license royalties and proceeds of infringement suits), and all tangible property embodying the copyrights (including books, records, films, computer tapes or disks, photographs, specification sheets, source codes, object codes, and other physical manifestations of the foregoing);

(ii) Each of the trademarks and rights and interest which are capable of being protected as trademarks (including trademarks, service marks, designs, logos, indicia, tradenames, corporate names, company

names, business names, fictitious business names, trade styles, and other source or business identifiers, and applications pertaining thereto), which are presently, or in the future may be, owned, created, acquired, or used (whether pursuant to a license or otherwise) by Grantor, in whole or in part, and all trademark rights with respect thereto throughout the world, including all proceeds thereof (including license royalties and proceeds of infringement suits), and rights to renew and extend such trademarks and trademark rights;

(iii) Each of the patents and patent applications which are presently, or in the future may be, owned, issued, acquired, or used (whether pursuant to a license or otherwise) by Grantor, in whole or in part, and all patent rights with respect thereto throughout the world, including all proceeds thereof (including license royalties and proceeds of infringement suits), foreign filing rights, and rights to extend such patents and patent rights;

(iv) All of Grantor's right, title, and interest, in and to the copyrights and copyright registrations listed on Schedule A, attached hereto, as the same may be updated hereafter from time to time;

(v) All of Grantor's right to the trademarks and trademark registrations listed on Schedule B, attached hereto, as the same may be updated hereafter from time to time;

(vi) All of Grantor's right, title, and interest, in and to the patents and patent applications listed on Schedule C, attached hereto, as the same may be updated hereafter from time to time;

(vii) All of Grantor's right to register copyright claims under any federal copyright law or regulation of any foreign country and to apply for registrations on original works, compilations, derivative works, collective works, and works for hire, the right (without obligation) to sue in the name of Grantor or in the name of Bank for past, present, and future infringements of the copyrights, and all rights (but not obligations) corresponding thereto in the United States and any foreign country;

(viii) All of Grantor's right, title and interest to register trademark claims under any state or federal trademark law or regulation of any foreign country and to apply for, renew,

and extend the trademark registrations and trademark rights, the right (without obligation) to sue or bring opposition or cancellation proceedings in the name of Grantor or in the name of Bank for past, present, and future infringements of the trademarks, registrations, or trademark rights and all rights (but not obligations) corresponding thereto in the United States and any foreign country, and the associated goodwill;

(ix) All of Grantor's right, title, and interest in all patentable inventions, and to file applications for patent under federal patent law or regulation of any foreign country, and to request reexamination and/or reissue of the patents, the right (without obligation) to sue or bring interference proceedings in the name of Grantor or in the name of Bank for past, present, and future infringements of the patents, and all rights (but not obligations) corresponding thereto in the United States and any foreign country;

(x) All general intangibles relating to the foregoing; and

(xi) All proceeds of any and all of the foregoing (including, without limitation, license royalties and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance, or any indemnity, warranty, or guaranty payable by reason of loss or damage to or otherwise with respect to the Collateral.

**"Obligations"** means all obligations, liabilities, and indebtedness of Grantor to Bank, whether direct, indirect, liquidated, or contingent, and whether arising under this Agreement, the Loan Agreement, any other of the Loan Documents, or otherwise, including all costs and expenses described in Section 11.8 hereof.

**1.2. Construction.** Unless the context of this Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, and the term "including" is not limiting. The words "hereof," "herein," "hereby," "hereunder," and other similar terms refer to this Agreement as a whole and not to any particular provision of this Agreement. Any initially capitalized terms used but not defined herein shall have the meaning set forth in the Loan Agreement. Any reference herein to any of the Loan Documents includes any and all alterations,

amendments, extensions, modifications, renewals, or supplements thereto or thereof, as applicable. Neither this Agreement nor any uncertainty or ambiguity herein shall be construed or resolved against Bank or Grantor, whether under any rule of construction or otherwise. On the contrary, this Agreement has been reviewed by Grantor, Bank, and their respective counsel, and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of Bank and Grantor.

## 2. GRANT OF SECURITY INTEREST.

### 2.1. Grant of Security Interest.

Grantor hereby grants to Bank a first-priority security interest in all of Grantor's right, title, and interest in and to the Collateral to secure the Obligations.

## 3. REPRESENTATIONS, WARRANTIES AND COVENANTS.

Grantor hereby represents, warrants, and covenants that:

### 3.1. Collateral.

(i) A true and complete schedule setting forth all federal copyright registrations owned or controlled by Grantor or licensed to Grantor, together with a summary description and full information in respect of the filing or issuance thereof and expiration dates is set forth on Schedule A, attached hereto;

(ii) A true and complete schedule setting forth all federal and state trademark registrations owned or controlled by Grantor or licensed to Grantor, together with a summary description and full information in respect of the filing or issuance thereof and expiration dates is set forth on Schedule B, attached hereto;

(iii) A true and complete schedule setting forth all patent and patent applications owned or controlled by Grantor or licensed to Grantor, together with a summary description and full information in respect of the filing or issuance thereof and expiration dates is set forth on Schedule C, attached hereto;

**3.2. Validity; Enforceability.** Each of the copyrights, patents and trademarks is valid and enforceable, and Grantor is not presently

aware of any past, present, or prospective claim by any third party that any of the copyrights, patents or trademarks are invalid or unenforceable, or that the use of any copyrights, patents or trademarks violates the rights of any third person, or of any basis for any such claims;

**3.3. Title.** Grantor is the sole and exclusive owner of the entire and unencumbered right, title, and interest in and to each of the copyrights, copyright registrations, patents, patent applications, trademarks, and trademark registrations, free and clear of any liens, charges, and encumbrances, including pledges, assignments, licenses, shop rights, and covenants by Grantor not to sue third persons;

**3.4. Notice.** Grantor has used and will continue to use proper statutory notice in connection with its use of each of the copyrights, patents and trademarks;

**3.5. Quality.** Grantor has used and will continue to use consistent standards of high quality (which may be consistent with Grantor's past practices) in the manufacture, design, sale, and lease of products and the delivery of services under or in connection with the trademarks, including, to the extent applicable, in the operation and maintenance of its merchandising operations, and will continue to maintain the validity of the trademarks;

**3.6. Perfection of Security Interest.** Except for the filing of a financing statement with the Secretary of State of California and filings with the United States Patent and Trademark Office necessary to perfect the security interests created hereunder, no authorization, approval, or other action by, and no notice to or filing with, any governmental authority or regulatory body is required either for the grant by Grantor of the security interest hereunder or for the execution, delivery, or performance of this Agreement by Grantor or for the perfection of or the exercise by Bank of its rights hereunder to the Collateral in the United States.

## 4. AFTER-ACQUIRED COPYRIGHT, PATENT OR TRADEMARK RIGHTS.

**4.1. After-Acquired Copyright, Patent or Trademark Rights.** If Grantor shall obtain rights to any new copyrights, trademarks, any new patentable inventions or become entitled to the benefit of any patent application or patent for any reissue, division, or continuation,

of any patent, the provisions of this Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Bank with respect to any such new copyrights, trademarks or patents, or renewal or extension of any trademark registration. Grantor shall bear any and all expenses incurred in connection with future copyright registrations, patent applications or trademark registrations.

## 5. LITIGATION AND PROCEEDINGS.

### 5.1. Litigation and Proceedings.

Grantor shall commence and diligently prosecute in its own name, as the real party in interest, for its own benefit, and its own expense, such suits, administrative proceedings, or other action for infringement or other damages as are in its reasonable business judgment necessary to protect the Collateral. Grantor shall provide to Bank any information with respect thereto requested by Bank. Bank shall provide at Grantor's expense all necessary cooperation in connection with any such suits, proceedings, or action, including, without limitation, joining as a necessary party. Following Grantor's becoming aware thereof, Grantor shall notify Bank of the institution of, or any adverse determination in, any proceeding in the United States Patent and Trademark Office, or any United States, state, or foreign court regarding Grantor's claim of ownership in any of the copyrights, patents or trademarks, its right to apply for the same, or its right to keep and maintain such copyright, patent or trademark rights.

## 6. POWER OF ATTORNEY.

**6.1. Power of Attorney.** Grantor grants Bank power of attorney, having the full authority, and in the place of Grantor and in the name of Grantor, from time to time following an Event of Default in Bank's discretion, to take any action and to execute any instrument which Bank may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation, as may be subject to the provisions of this Agreement: to endorse Grantor's name on all applications, documents, papers, and instruments necessary for Bank to use or maintain the Collateral; to ask, demand, collect, sue for, recover, impound, receive, and give acquittance and receipts for money due or to become due under or in respect of any of the Collateral; to file any claims or take any action or institute any proceedings that Bank may deem necessary or desirable for the collection of any of

the Collateral or otherwise to enforce Bank's rights with respect to any of the Collateral and to assign, pledge, convey, or otherwise transfer title in or dispose of the Collateral to any person.

## 7. RIGHT TO INSPECT.

**7.1. Right to Inspect.** Grantor grants to Bank and its employees and agents the right to visit Grantor's plants and facilities which manufacture, inspect, or store products sold or leased under any of the copyrights, patents or trademarks, and to inspect the products and quality control records relating thereto at reasonable times during regular business hours.

## 8. EVENTS OF DEFAULT.

Any of the following events shall be an Event of Default:

**8.1. Loan Agreement.** An Event of Default shall occur as defined in the Loan Agreement;

**8.2. Misrepresentation.** Any representation or warranty made herein by Grantor or in any document furnished to Bank by Grantor under this Agreement is incorrect in any material respect when made or when reaffirmed; and

**8.3. Breach.** Grantor fails to observe or perform any covenant, condition, or agreement to be observed or performed pursuant to the terms hereof which materially and adversely affects Bank.

## 9. SPECIFIC REMEDIES.

Upon the occurrence of any Event of Default, Bank shall have, in addition to, other rights given by law or in this Agreement, the Loan Agreement, or in any other Loan Document, all of the rights and remedies with respect to the Collateral of a secured party under the Code, including the following:

**9.1. Notification.** Bank may notify licensees to make royalty payments on license agreements directly to Bank;

**9.2. Sale.** Bank may sell or assign the Collateral and associated goodwill at public or private sale for such amounts, and at such time or times as Bank deems advisable. Any requirement of reasonable notice of any

disposition of the Collateral shall be satisfied if such notice is sent to Grantor five days prior to such disposition. Grantor shall be credited with the net proceeds of such sale only when they are actually received by Bank, and Grantor shall continue to be liable for any deficiency remaining after the Collateral is sold or collected. If the sale is to be a public sale, Bank shall also give notice of the time and place by publishing a notice one time at least five days before the date of the sale in a newspaper of general circulation in the county in which the sale is to be held. To the maximum extent permitted by applicable law, Bank may be the purchaser of any or all of the Collateral and associated goodwill at any public sale and shall be entitled, for the purpose of bidding and making settlement or payment of the purchase price for all or any portion of the Collateral sold at any public sale, to use and apply all or any part of the Obligations as a credit on account of the purchase price of any collateral payable by Bank at such sale.

**10. GOVERNING LAW; JURISDICTION; VENUE; ARBITRATION; MUTUAL WAIVER OF RIGHT TO JURY TRIAL.**

**10.1. Governing Law; Jurisdiction; Venue.** This Agreement and all acts and transactions hereunder and all rights and obligations of Bank and Grantor shall be governed by the internal laws of the State of California, without regard to its conflicts of law principles. As a material part of the consideration to Bank to enter into this Agreement, Grantor (a) agrees that all actions and proceedings relating directly or indirectly to this Agreement shall, at Bank's option, be litigated in courts located within California, and that the exclusive venue therefor shall be Los Angeles County; (b) consents to the jurisdiction and venue of any such court and consents to service of process in any such action or proceeding by personal delivery or any other method permitted by law; and (c) waives any and all rights Grantor may have to object to the jurisdiction of any such court, or to transfer or change the venue of any such action or proceeding.

**10.2. Arbitration.** Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or validity hereof or transactions contemplated hereby or related hereto, shall be finally settled by arbitration in the State of California before an experienced arbitrator who is either licensed to

practice law in California, or is a retired judge from the United States District Court for the Central District of California, from the Los Angeles Superior Court or from the Third Appellate District of the California Court of Appeals. Such arbitration shall be conducted in accordance with the then-prevailing Commercial Arbitration Rules of the American Arbitration Association. The parties agree to make a good faith effort to select a mutually agreeable arbitrator. However, if the parties are unable to reach agreement on an arbitrator within thirty (30) days, one will be appointed by the American Arbitration Association. The arbitrator shall be empowered to enter equitable as well as legal relief, to provide all temporary and/or provisional remedies and to enter equitable orders that will be binding upon the parties; provided, however, the arbitrator is not empowered to modify or change this Agreement or award damages in excess of compensatory damages, and each party hereby irrevocably waives any right to recover punitive, exemplary or similar damages with respect to any dispute. The prevailing party in any such arbitration, as determined by the arbitrator, shall be awarded its costs, expenses, and reasonable attorneys' fees incurred in connection with the arbitration. Any arbitration proceeding, decision or award rendered hereunder and the validity, effect and interpretation of this arbitration provision shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16, and judgment upon any award may be entered in any court of competent jurisdiction.

**10.3. Mutual Waiver of Right to Jury Trial.** IN THE EVENT THE PROVISIONS SET FORTH IN SECTION 10.2 ARE DEEMED TO BE VOID OR UNENFORCEABLE, BANK AND GRANTOR HEREBY WAIVE THE RIGHT TO TRIAL BY JURY IN ANY ACTION, CLAIM, LAWSUIT OR PROCEEDING BASED UPON, ARISING OUT OF, OR IN ANY WAY RELATING TO: (i) THIS AGREEMENT OR ANY SUPPLEMENT OR AMENDMENT THERETO; OR (ii) ANY OTHER PRESENT OR FUTURE INSTRUMENT OR AGREEMENT BETWEEN BANK AND GRANTOR; OR (iii) ANY BREACH, CONDUCT, ACTS OR OMISSIONS OF BANK OR GRANTOR OR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, ATTORNEYS OR ANY OTHER PERSON AFFILIATED WITH OR REPRESENTING BANK OR GRANTOR; IN EACH OF THE FOREGOING CASES, WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE.

**11. GENERAL PROVISIONS.**

**11.1. Effectiveness.** This Agreement shall be binding and deemed effective when executed by Grantor and Bank.

**11.2. Benefits of Agreement.** The provisions of this Agreement shall be binding upon and inure to the benefit of the respective successors, assigns, heirs, beneficiaries and representatives of Grantor and Bank; provided, however, that Grantor may not assign or transfer any of its rights under this Agreement without the prior written consent of Bank, and any prohibited assignment shall be void. No consent by Bank to any assignment shall release Grantor from its liability for the Obligations as defined in the Loan Agreement. Bank may assign its rights and delegate its duties hereunder without the consent of Grantor. Bank reserves the right to syndicate all or a portion of the transaction created herein or sell, assign, transfer, negotiate, or grant participations in all or any part of, or any interest in Bank's rights and benefits hereunder. In connection with any such syndication, assignment or participation, Bank may disclose all documents and information which Bank now or hereafter may have relating to Grantor or Grantor's business. To the extent that Bank assigns its rights and obligations hereunder to a third Person, as defined in the Loan Agreement, Bank thereafter shall be released from such assigned obligations to Grantor.

**11.3. Section Headings.** Headings and numbers have been set forth herein for convenience only. Unless the contrary is compelled by the context, everything contained in each section applies equally to this entire Agreement.

**11.4. Interpretation.** Neither this Agreement nor any uncertainty or ambiguity herein shall be construed or resolved against Bank or Grantor, whether under any rule of construction or otherwise. On the contrary, this Agreement has been reviewed by all parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of all parties hereto.

**11.5. Severability of Provisions.** Each provision of this Agreement shall be severable from every other provision of this Agreement for the purpose of determining the legal enforceability of any specific provision.

**11.6. Amendments in Writing.** This Agreement can only be amended by a writing signed by both Bank and Grantor.

**11.7. Counterparts; Telefacsimile Execution.** This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Agreement. Delivery of an executed counterpart of this Agreement by telefacsimile shall be equally as effective as delivery of a manually executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile also shall deliver a manually executed counterpart of this Agreement but the failure to deliver a manually executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement.

**11.8. Fees and Expenses.** Grantor shall pay to Bank on demand all costs and expenses that Bank pays or incurs in connection with the negotiation, preparation, consummation, administration, enforcement, and termination of this Agreement, including: (a) reasonable attorneys' and paralegals' fees and disbursements of counsel to Bank; (b) costs and expenses (including reasonable attorneys' and paralegals' fees and disbursements) for any amendment, supplement, waiver, consent, or subsequent closing in connection with this Agreement and the transactions contemplated hereby; (c) costs and expenses of lien and title searches; (d) taxes, fees, and other charges for filing this Agreement at the United States Patent and Trademark Office, or for filing financing statements, and continuations, and other actions to perfect, protect, and continue the security interest created hereunder; (e) sums paid or incurred to pay any amount or take any action required of Grantor under this Agreement that Grantor fails to pay or take; (f) costs and expenses of preserving and protecting the Collateral; and (g) costs and expenses (including reasonable attorneys' and paralegals' fees and disbursements) paid or incurred to enforce the security interest created hereunder, sell or otherwise realize upon the Collateral, and otherwise enforce the provisions of this Agreement, or to defend any claims made or threatened against Bank arising out of the transactions contemplated hereby (including preparations for the consultations concerning

any such matters). Notwithstanding the foregoing sentence, Grantor shall only be obligated to reimburse Bank for an amount up to Four Thousand Dollars (\$4,000) for all attorneys' fees incurred by Bank in connection with the preparation and negotiation of this Agreement and the documents related thereto. The foregoing shall not be construed to limit any other provisions of this Agreement or the Loan Documents regarding costs and expenses to be paid by Grantor. The parties agree that reasonable attorneys' and paralegals' fees and costs incurred in enforcing any judgment are recoverable as a separate item in addition to fees and costs incurred in obtaining the judgment and that the recovery of such attorneys' and paralegals' fees and costs is intended to survive any judgment, and is not to be deemed merged into any judgment.

**11.9. Notices.** Except as otherwise provided herein, all notices, demands, and requests that either party is required or elects to give to the other shall be in writing and shall be governed by the provisions of Section 11.5 of the Loan Agreement.

**11.10. Integration.** This Agreement, together with the other Loan Documents, reflect the entire understanding of the parties with respect to the transactions contemplated hereby and shall not be contradicted or qualified by any other agreement, oral or written, before the date hereof.

**IN WITNESS WHEREOF,** the parties have executed this Agreement on the date first written above.

**BANK:**

**CALIFORNIA BANK & TRUST,**  
a California banking corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**GRANTOR:**

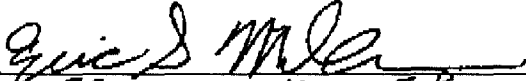
**SIGUE CORPORATION,**  
a Delaware corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_




**BANK:**

**CALIFORNIA BANK & TRUST,**  
a California banking corporation

By:   
Name: ERIC S. MILLER  
Title: V.P. RELATIONSHIP MANAGER

**GRANTOR:**

**SIGUE-CORPORATION,**  
a Delaware corporation

By:   
Name: GUILLERMO DELA VINA  
Title: C.F.O.

**SCHEDULE A**

**REGISTERED COPYRIGHTS**

Grantor does not own, control nor have a license to any federal copyright registrations or pending copyright registrations as of the date of this Agreement to which this Schedule A is attached.

**SCHEDULE B**

**REGISTERED TRADEMARKS**

Grantor does not own, control nor have a license to any federal or state registered trademarks as of the date of this Agreement to which this Schedule B is attached.

**PENDING TRADEMARKS**

<u>Trademark</u>	<u>Filing Date</u>	<u>Serial No.</u>
Signe	May 2, 2000	76-038,775
Signe (logo)	September 14, 2001	76-312,737

**SCHEDULE C**

**PATENTS**

Grantor does not own, control nor have a license to any federal patents or patent applications as of the date of this Agreement to which this Schedule C is attached.