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

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

20-9-02

1. Name of conveying party(ies): INFORMATION SYSTEMS CORPORATION d/b/a Cypress Corporation

2. Name and address of receiving party(ies) Name: ISC, Inc. Internal Address: Suite 1631 Street Address: 1201 Market Street City: Wilmington State: DE Zip: 19801

3. Nature of conveyance: [X] Assignment [ ] Merger [ ] Security Agreement [ ] Change of Name [ ] Other Execution Date: 04/26/01

4. Application number(s) or registration number(s): A. Trademark Application No.(s) 757623,075 78/052,541 78/052,538 B. Trademark Registration No.(s) 2,139,719 2,235,093 2,288,976 2,112,757 2,157,285 2,109,739 2,107,760

5. Name and address of party to whom correspondence concerning document should be mailed: Name: James D. Stevens Internal Address: Reising, Ethington, Barnes, Kisselle, Learman & McCulloch, P.C. Street Address: P.O. Box 4390 City: Troy State: MI Zip: 48099

6. Total number of applications and registrations involved: 10 7. Total fee (37 CFR 3.41): \$400.00 [X] Enclosed [ ] Authorized to be charged to deposit account 8. Deposit account number: 50-0852 Authorized for deficiencies or credits (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. James D. Stevens, R.N. 35,691 Signature Date: November 13, 2001

11/14/2001 FC:481 FC:482

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

TRADEMARK REEL: 002422 FRAME: 0309

Vertical stamp: In. Ref: 01/14/2002 DBY/NE 00000293 75622075 Name/Number: 75623075 \$135.00 CR

# **SUBSCRIPTION AGREEMENT**

**BETWEEN**

**INFORMATION SYSTEMS CORPORATION**

**AND**

**ISC, INC.**

This Subscription Agreement ("Agreement") pursuant to Section 351 of the Internal Revenue Code of 1986, as amended, dated as of April 26th, 2001, by and between Information Systems Corporation, d/b/a Cypress Corporation ("Cypress"), a corporation organized under the laws of the State of Michigan, and ISC, Inc. ("ISC"), a Delaware corporation.

## **BACKGROUND**

Cypress is a company principally engaged in the development, marketing, sales and support of computer software in various jurisdictions.

ISC is a newly formed corporation which has not engaged in any business activities and which has not issued any of its common stock. ISC has been formed to act as an investment management and trademark holding company under applicable laws of the State of Delaware.

Cypress has agreed to transfer to ISC all of Cypress' ownership, right, title and interest in and to certain Cypress copyrights, trademarks, and patents, all as more particularly described in Exhibit A attached hereto (hereinafter collectively referred to as the "Intellectual Property"), solely in exchange for 100 shares of the common stock of ISC, constituting all of the issued and outstanding common stock of the 3,000 authorized shares of ISC stock. A principal business purpose of the transaction is to form an investment management and holding company to manage the Intellectual Property, to maintain the Intellectual Property, collect the income from the Intellectual Property and to reinvest, loan or distribute the income from the Intellectual Property.

## **AGREEMENT**

The parties to this Agreement, in exchange for the mutual promises made herein, intending to be legally bound hereby, agree as follows:

1. Transfer of Intellectual Property.

(a) Cypress hereby assigns, transfers and conveys to ISC, all right, title and interest in and to the Intellectual Property and all applicable registrations therefor, including without limitations all common law trademark rights, together with all goodwill of the business symbolized by and associated with the Intellectual Property.

(b) ISC hereby assumes all liabilities and obligations, and acknowledges existing encumbrances, if applicable, existing or arising in connection with the assignment described in subparagraph 1(a) above, except as otherwise agreed in writing by the parties.

2. Issuance of Stock of ISC. In exchange for the Intellectual Property, ISC issues to Cypress One Hundred (100) shares of its common stock, representing all of its issued and outstanding common stock.

3. Agreement as to Valuation.

(a) Cypress expressly agrees that the value of the stock to be issued by ISC is equal to the value of the Intellectual Property.

(b) Cypress and ISC agree that the One Hundred (100) shares of the ISC common stock to be issued to Cypress shall be the only outstanding stock of the 3,000 authorized shares of ISC stock.

4. Warranties of the Parties.

(a) Cypress hereby warrants in connection with the execution of this Agreement and the transfers contemplated hereunder as follows:

(i) That it is a duly organized and validly existing corporation under the laws of the State of Michigan.

(ii) That it is now in good standing in the State of Michigan, is qualified and in good standing in all jurisdictions in which it does business and that there are no legal proceedings or other actions pending to limit or impair any of its powers, rights or privileges in the ordinary conduct of its business.

(iii) That it has full power and right to enter into this Agreement and that the officer executing this Agreement on its behalf had been duly authorized to do so.

(iv) That the execution and performance of this Agreement does not violate or constitute a breach or default under any agreement to which it is party or by which it is bound.

(b) ISC warrants in connection with the execution of this Agreement and the transfers contemplated hereunder, as follows:

(i) That it is a duly organized and validly existing corporation under the laws of the State of Delaware.

(ii) That it is now in good standing in the State of Delaware and there is no legal proceeding or other action pending to limit or impair any of its powers, rights, or privileges in the ordinary conduct of its business.

(iii) That it has full power and right to enter into this Agreement and that the officer executing this Agreement on its behalf has been duly authorized to do so.

(iv) That the execution and performance of this Agreement does not violate or constitute a breach or default under any agreement to which it is a party or by which it is bound.

5. Parties Familiar with Operations of Each Other. The parties to this Agreement acknowledge as follows:

(a) This Agreement and all other agreements made in connection with this Agreement are each the result of direct negotiation and communication between the parties, and each such agreement represents a mutual and voluntary meeting of the minds.

(b) Each party is familiar with the operations of the other party, and each party has been provided access to or has been furnished with all materials and information which have been requested and which pertain to the operational or financial structure or condition of such other party and is fully capable of evaluating all risks attendant to the performance of this Agreement.

(c) Each party is fully capable of bearing any economic or financial risk which may be occasioned by the transactions contained in, connected with, or necessary to carry out the purposes of this Agreement.

6. Additional Papers and Documents. At or subsequent to the transfer under this Agreement, each party hereto shall execute and deliver such additional papers and documents as may be necessary or appropriate in order to perfect title to any property to be transferred hereby or to carry out any other activity which is necessary for the purposes of this Agreement. Without limiting the foregoing, Cypress agrees to take whatever further action is deemed necessary or appropriate by ISC to properly and completely effect the transfer to ISC of the Intellectual Property and to establish full custody and ownership of such Intellectual Property by ISC including but not limited to the execution by Cypress of

separate assignments relating solely to the separate registration of specific copyrights, trademarks, or patents included in the Intellectual Property.

7. Governing Law - Assignment - Amendment. This Agreement shall be construed and enforced in accordance with the laws of the State of Delaware. This Agreement shall not be assigned by any party, and may be amended only by a written amendment signed by both parties hereto.

8. Entire Contract: Binding Upon Successors. This Agreement embodies the entire agreement between the parties and supersedes any prior contract, agreement or understanding which may have existed between the parties. This Agreement shall be binding upon all successors and assigns of the parties hereto.

9. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first written above.

INFORMATION SYSTEMS CORPORATION  
D/B/A Cypress Corporation

By: Paul Vagnozzi  
Name: Paul Vagnozzi  
Title: Secretary

ISC, INC

BY: Marilyn Hinz  
Name: Marilyn Hinz  
Title: President

**EXHIBIT A**  
**TO**  
**SUBSCRIPTION AGREEMENT BETWEEN**  
**INFORMATION SYSTEMS CORPORATION**  
**AND**  
**ISC, INC.**

Copyrights		
Cypress (ISC) Product	Copyright Date	Registration Number
SPOOL - Comprehensive Print Management Facility	1987	TX 2 080 892
SPOOL - Comprehensive Print Management Facility Reference Manual	1987	TX 2 077 167
SPOOL/Library Program	1987	TX 2 088 775
SPOOL/FDL Compiler Program	1987	TX 2 088 776
SPOOL/Dispatcher Program	1994	TX 3 769 572
SPOOL FONT/LOADER Program	1994	TX 3 799 790
SPOOL/LPM Program	1994	TX 3 799 789
SPOOL/LPM Integrated Printing Architecture Reference Manual	1994	TX 3 805 533
SPOOL/LPM Laser Printer Application Modules	1994	TX 3 734 058
SPOOL/LPM Report Management Facility Reference Manual	1994	TX 3 734 060
Docutectonics (DTEC) Program	1994	TX 3 799 795
FDump - Disk Utility Program	1994	TX 3 769 569
FDump - Disk Utility Program Reference Manual	1994	TX 3 805 548
FList - Disk Directory Utility Program	1994	TX 3 799 791
FList - Disk Directory Utility Program Reference Manual	1994	TX 3 805 547
Intran Integration Program	1994	TX 3 783 277
Intran Integration - Installation and User's Manual	1994	TX 3 805 152
Mailmerge Program	1994	TX 3 783 273

Copyrights continued

Cypress (ISC) Product	Copyright Date	Registration Number
ScreenOpt - Screen Optimizer Program	1994	TX 3 799 788
ScreenOpt - Screen Optimizer Reference Manual	1994	TX 3 805 549
ScreenOpt BB - Screen Optimizer (Burroughs to Burroughs)	1988	TX 2 416 458
ScreenOpt BI - Screen Optimizer (Burroughs to IBM)	1988	TX 2 356 350
FLAIR™ Print Integration System Program	1994	TX 3 799 794
FLAIR™ Print Integration System Installation and User's Manual	1994	TX 3 783 214
Form Design Language (FDL) Program	1994	TX 3 769 571
ReadXerox Program	1994	TX 3 799 792
Report Access Facility (RAF) Program	1994	TX 3 799 787
Report Clean-Up Program (RCP)	1994	TX 3 783 275
Report Processing Program	1994	TX 3 783 278
System Management Facility (SMF) Program	1994	TX 3 783 276
WriteXerox Program	1994	TX 3 799 793
DifMon - Differential Performance Monitor	1988	TX 2 356 342
DifMon - Differential Monitor Reference Manual	1986	TX 1 878 899
DifMon - Differential Monitor Capabilities Manual	1986	TX 1 889 421
IM/ONE - Information Manager - An Introduction	1985	TX 1 614 698

**TRADEMARKS**

<b>Cypress (ISC) Product</b>	<b>Date</b>	<b>Registration Number</b>
Cypress®	Feb. 24, 1998	2,139,719
Cypress®, The Integrated Document Server®	Nov. 11, 1997	2,112,757
DocuVault®	March 23, 1999	2,235,093
Cypress (old - blue, green letters)	May 12, 1998	2,157,285
Cypress (old - stylized logo - blue, green, columns)	Oct. 26, 1999	2,288,976
Cypress - The Integrated Document Server (old - logo)	Oct. 28, 1997	2,109,739
DocumentBase®	Oct. 27, 1997	2,107,760
Knowledge Delivery Architecture™		Pending (Application filed)
Cypress Delivers		Application in progress
Knowledge Builder		Pending (Application filed)
Cypress and Design		Pending (Application filed)
Cypress.Web®		In Progress
<b>EUROPE TRADEMARKS</b>		
Cypress (UK)	Sept. 9, 1999	2181319 (Registered UK)
Cypress (Turkey)	Aug 17, 1999	Awaiting Trademark Certificate
Cypress (Switzerland)	February 2000	Awaiting Trademark Certificate
Cypress (Italy)	May 4, 1999	Pending (expected beginning 2002)



**PATENTS**

Database Management and Apparatus Using Hierarchical Bit Vector Index Structure	In Force (Reising's Docket #P-3002-1 US)
Database Management and Apparatus Using Hierarchical Bit Vector Index Structure	Pending (Docket # FP-3002-2 EPO)
Database Management and Apparatus Using Hierarchical Bit Vector Index Structure	Pending (Docket # P-3002-3 US) Continuation
Integrated Document Management System	Application In Progress (Docket # P-3004-1 US)
Database Management and Apparatus Using Hierarchical Bit Vector Index Structure	Application In Progress (Docket # P-3016-1 US) (CIP)