

02-11-2002

FCRM PTO-1594

(Rev. 6-93)

OMB No. 0651-001 (exp. 4/94)



SHEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

101979229

To the Honorable Commissioner of Patents, original documents or copy thereof.

1. Name of conveying party(ies):
Infinium Software, Inc.
25 Communications Way
Hyannis, Massachusetts 02601

Association
 Limited Partnership
 Corporation-State: Massachusetts *1-24-02*
 Other

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

2. Name and address of receiving party(ies):
Name: Silicon Valley Bank
Internal Address: _____
Street Address: 3003 Tasman Drive
City: Santa Clara State: MA Zip: 95054

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State: California
 Other: chartered bank

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

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

Execution Date: October 26, 2001

4. Application number(s) or trademark number(s):
A. Trademark Application No.(s)
SEE ATTACHED LIST

Additional numbers attached? Yes No

B. Trademark Registration No.(s)
JAN 24 2002

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Michael Bevilacqua, Esquire
Internal Address: Hale and Dorr LLP
Street Address: 60 State Street
City: Boston State: MA ZIP: 02109

6. Total number of applications and registration involved:
9 (nine)

7. Total fee (37 CFR 3.41).....\$240.00
 Enclosed
 Authorized to be charged to deposit account
Charge any additional fees associated with this paper or during the pendency of this application, or credit any overpayment, to deposit account.

8. Deposit account number: 08-0219
(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.

Michael Bevilacqua, Esquire November 7, 2001
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 16

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

104.017.164
Hale and Dorr LLP Docket Number

TRADEMARK
REEL: 002440 FRAME: 0684

Exhibit "C" attached to that certain Intellectual Property Security Agreement dated October 26, 2001.

EXHIBIT "C"

TRADEMARKS

TRADEMARK
DESCRIPTION COUNTRY SERIAL NO. REG. NO. STATUS
 UNITED STATES COVERAGE

Mark	Reg./App. No.	International Class	Filing Date	Expiration Date
INFINIUM	2.031.558	9	5/22/95	10/29/2006
CORPORATE HUMAN ECOLOGY	2.367.238	35	2/24/99	7/11/2010
DISTRIBUTION MANAGEMENT 2000	1.681.868	9	4/19/91	4/7/2002
DOMAIN 2000	1.717.643	9	3/18/91	9/22/2002
INFINIUM	2.314.388	42	1/15/99	2/1/2010
INFINIUM Device	2.323.837	9, 42	1/15/99	2/28/2010
OUERY 2000	1.656.652	9	1/16/90	9/10/2001
SOFTWARE 2000	1.468.061	9	7/18/86	12/8/2007
THE INFINIUM SERIES	2.047.724	9	4/23/96	3/25/2007

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "IP Agreement") is made as of the 26 day of October, 2001 by and between **INFINIUM SOFTWARE, INC.**, a Massachusetts corporation with its principal place of business at 25 Communications Way, Hyannis, Massachusetts 02601 ("Grantor"), and **SILICON VALLEY BANK**, a California-chartered bank, with its principal place of business at 3003 Tasman Drive, Santa Clara, California 95054 and with a loan production office located at One Newton Executive Park, Suite 200, 2221 Washington Street, Newton, Massachusetts 02462, doing business under the name "Silicon Valley East" ("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 dated as of October 26, 2001 between Grantor and Lender, as amended from time to time (as amended, the "Loan Agreement"). The Loan is secured pursuant to the terms of the Loan Agreement. Lender is willing to enter into certain financial accommodations with Grantor, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in certain Copyrights, Trademarks, Patents, and Mask Works, and other assets, 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 (hereinafter, the "Indebtedness"), including, without limitation, under the Loan Agreement, Grantor hereby grants a security interest in all of Grantor's right, title and interest in, to and under its registered and unregistered 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 service mark rights, slogans, trade dress, and tradenames, 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;

(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; and

(k) Notwithstanding the foregoing provisions of this Section 1, such grant of a security interest shall not extend to, and the term "Intellectual Property Collateral" shall not include any contract, license, lease or other agreement to which the Grantor is party as licensee, lessee or otherwise, to the extent that (i) such contract, license or agreement is not assignable or capable of being encumbered as a matter of law or under the terms of such contract, license, lease or other agreement (but solely to the extent that any such restriction shall be enforceable under applicable law), without the consent of the licensor or lessor thereof or other applicable party thereto and (ii) such consent has not been obtained; provided, however, that the foregoing grant of security interest shall extend to, and the term "Intellectual Property Collateral" shall include, (A) any and all proceeds of such contracts, licenses, leases and other agreement to the extent that the assignment or encumbering of such proceeds is not so restricted and (B) upon any such licensor, lessor or other applicable party consent with respect to any such otherwise excluded contract, license, lease or other agreement being obtained, thereafter such contract, license, lease or other agreement, as the case may be, as well as any and all proceeds thereof that might have theretofore have been excluded from such grant of a security interest and the term "Intellectual Property Collateral".

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 in the ordinary course of business.

(b) During the term of this IP Agreement, 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 or Permitted Liens;

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

(d) Grantor shall promptly advise Lender of any material adverse change in the composition of the Intellectual Property Collateral described herein, including but not limited to any subsequent

ownership right of the Grantor in or to any material Trademark, Patent, Copyright, or Mask Work specified in this IP Agreement;

(e) Subject to the exercise by Grantor in its' reasonable business judgment, Grantor shall (i) protect, defend and maintain the validity and enforceability of the material Trademarks, Patents, Copyrights, and Mask Works, (ii) promptly advise Lender in writing of material infringements of the Trademarks, Patents, Copyrights, and Mask Works of which it becomes aware or as may be detected and (iii) not knowingly allow any 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.

(f) 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 and perfected first priority security interest and collateral assignment in the Intellectual Property Collateral in the United States securing the payment and performance of the obligations evidenced by the Loan Agreement upon making the filings referred to in clause (g) below subject to Permitted Liens:

(g) To its knowledge, except for, and upon, the due and proper filings being made with the United States Patent and Trademark office with respect to the registered Patents and Trademarks and the Register of Copyrights with respect to the registered Copyrights and Mask Works and with the appropriate UCC filing offices with respect to applicable UCC Financing Statements 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 (to the extent such perfection can be achieved by such filings) in the United States or the exercise by Lender of its rights and remedies thereunder:

(h) All information heretofore, herein or hereafter supplied to Lender by or on behalf of Grantor with respect to the Intellectual Property Collateral is accurate and complete in all material respects.

(i) 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.

(j) 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 relating to the intellectual property infringement 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' prior written 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, any of Grantor's plants and facilities that manufacture, install or store products (or that have done so during the prior six-month period as long as Grantor still occupies such plant or facility) 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 appropriate financing and continuation statements and collateral agreements and notice 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, notwithstanding anything to the contrary, nothing shall, however, require the Grantor to register or apply for registration of any Intellectual Property, including but not limited to trademark, copyright or patent registration.

(b) Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact, 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, solely 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 any document from Grantor to Lender; or

(b) Grantor breaches any warranty or agreement made by Grantor in this IP Agreement.

8. Remedies. Upon the occurrence and during the 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, to the extent commercially reasonable, 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 reasonable 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 reasonable 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 anything herewith to the contrary, in the Event of a Default, upon satisfaction by Grantor of amounts then due and owing to Lender under the Loan Agreement, Lender will promptly and completely terminate its security interest and all rights in and to the Intellectual Property Collateral and will execute such documents as may be necessary to terminate the security interest and any license and rights granted to Lender hereunder.

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, 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.

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.

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

13. 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.

14. 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. NOTWITHSTANDING THE FOREGOING, THE BANK SHALL HAVE THE RIGHT TO BRING ANY ACTION OR PROCEEDING AGAINST THE GRANTOR OR ITS PROPERTY IN THE COURTS OF ANY OTHER JURISDICTION WHICH THE BANK DEEMS NECESSARY OR APPROPRIATE IN ORDER TO REALIZE ON THE COLLATERAL OR TO OTHERWISE ENFORCE THE BANK'S RIGHTS AGAINST THE GRANTOR OR ITS PROPERTY.

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.

15. 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 Grantor, provided they maintain such information as confidential information in accordance hereunder; (ii) to prospective transferees or purchasers of any interest in the Loan, provided they maintain such information as confidential information in accordance hereunder; (iii) as required by law, regulation, subpoena, or other order; (iv) as required in connection with Lender's examination or audit by its auditor or regulatory agencies; 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, unless due to Lenders breach hereunder; or (b) is disclosed to Lender by a third party, if Lender reasonably 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:

25 Communications Way
Hyannis, Massachusetts 02601

GRANTOR:

INFINIUM SOFTWARE, INC.

By: 

Name: William B. Gernonity J

Title: for VP & CFO & Treasurer

661012.6

EXHIBIT "A"

COPYRIGHTS

SCHEDULE A - ISSUED COPYRIGHTS

<u>COPYRIGHT DESCRIPTION</u>	<u>REGISTRATION NUMBER</u>	<u>DATE OF ISSUANCE</u>
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- 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>
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- 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>
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As previously disclosed to Lender

EXHIBIT "B"

PATENTS

<u>PATENT</u> <u>DESCRIPTION</u>	<u>DOCKET NO.</u> <u>STATUS</u>	<u>COUNTRY</u>	<u>SERIAL NO.</u>	<u>FILING</u>	<u>DATE</u>
Internal Security Method for a Relational Database System	104017.160	US	App. No. 09/916,427	07/27/2001	pending

EXHIBIT "C"

TRADEMARKS

TRADEMARK

DESCRIPTION COUNTRY SERIAL NO. REG. NO STATUS
 UNITED STATES COVERAGE

Mark	Reg./App. No.	International Class	Filing Date	Expiration Date
INFINIUM	2.031.558	9	5/22/95	10/29/2006
APPLICATION MANAGER 2000	1.758.035	9	3/18/91	2/18/2002
CORPORATE HUMAN ECOLOGY	2.367.238	35	2/24/99	7/11/2010
CURRENCY MANAGEMENT 2000	1.675.760	9	4/19/91	2/18/2002
DEFINED CONTRIBUTIONS 2000	1.674.908	9	3/18/91	2/11/2002
DISTRIBUTION MANAGEMENT 2000	1.681.868	9	4/19/91	4/7/2002
DOMAIN 2000	1.717.643	9	3/18/91	9/22/2002
ENVIRONMENTAL MANAGEMENT 2000	1.679.259	9	3/18/91	3/17/2002
FIXED ASSETS 2000	1.679.258	9	3/18/91	3/17/2002
FLEXIBLE BENEFITS 2000	1.679.260	9	3/18/91	3/17/2002
GENERAL LEDGER 2000	1.715.162	9	3/18/91	9/15/2002
HAZARDOUS MATERIALS 2000	1.675.761	9	4/19/91	2/18/2002
HUMAN RESOURCES 2000	1.683.661	9	3/18/91	4/21/2002
INFINIUM	2.314.388	42	1/15/99	2/1/2010
INFINIUM Device	2.323.837	9, 42	1/15/99	2/28/2010
INDUSTRIAL HEALTH 2000	1.679.257	9	3/18/91	3/17/2002
INVENTORY MANAGEMENT 2000	1.784.758	9	3/18/91	7/27/2003
ORDER MANAGEMENT 2000	1.794.124	9	3/18/91	9/21/2003
PAYROLL 2000	1.674.906	9	3/18/91	2/11/2002
PERSONELL 2000	1.674.907	9	3/18/91	2/11/2002
QUERY 2000	1.656.652	9	1/16/90	9/10/2001
REPORT WRITER 2000	1.674.909	9	3/18/91	2/11/2002
SOFTWARE 2000	1.468.061	9	7/18/86	12/8/2007
THE INFINIUM SERIES	2.047.724	9	4/23/96	3/25/2007
VIANT	75/319858	9	7/1/97	Pending
VITAL SIGNS 2000	1.678.352	9	3/18/91	3/10/2002

INTERNATIONAL COVERAGE.

Country	Mark	Reg./App. Number	International Class	Filing Date	Expiration Date
Argentina	INFINIUM	1690258	9	6/18/97	9/25/2008
Australia	INFINIUM	736610	9, 16, 42	6/11/97	6/11/2007
Brazil	INFINIUM	822.405.440	9	1/24/2000	Pending
Canada	INFINIUM	850.552		7/11/97	Pending
Chile	INFINIUM	537.124	9, 16	9/2/98	3/22/2009
China	INFINIUM	1231073	9	8/12/97	12/13/2008
Colombia	INFINIUM	203343	9	6/26/97	5/14/2008
Community Trademark *	INFINIUM	000555060	9, 16, 42	6/12/97	6/12/2007
Community Trademark*	INFINIUM SOFTWARE & Device	001017540	9, 16, 42	12/17/98	Pending
Estonia	INFINIUM	30542	9, 16, 42	7/10/98	3/28/2010
Great Britain	ONEBOOK	2148648	9	10/21/97	10/21/2007
Hong Kong	INFINIUM	07757/1999	9	8/5/97	8/5/2004
Hungary	INFINIUM	158051	9, 16, 42	7/13/98	7/13/2008
India	INFINIUM	809532	9	7/10/98	Pending
Indonesia	INFINIUM	419614	9	8/6/97	2/6/2007
Latvia	INFINIUM	M-45 780	9, 16, 42	7/10/98	7/10/2008
Lithuania	INFINIUM	98-2794	9, 16, 42	8/18/98	Pending
Malaysia	INFINIUM	97/11444	9	8/15/97	Pending
Mexico	INFINIUM	560695	9	8/22/97	8/22/2007
Norway	INFINIUM	194204	9, 16, 42	6/11/97	11/12/2008
Peru	INFINIUM	040032	9	6/10/97	10/7/2007
Philippines	INFINIUM	124141	9	8/28/97	Pending
Poland	INFINIUM	Z-189226	9, 16, 42	7/9/98	Pending
Russia	INFINIUM	180836	9, 16, 42	7/8/98	7/8/2008
Singapore	INFINIUM	9442/97	9	8/4/97	Pending
Singapore	Circle I Logo	T98/12492A	9	12/15/98	12/15/2008
Singapore	INFINIUM SOFTWARE & Device	12490/98	42	12/15/98	Pending
South Africa	Circle I Logo	98/22535	9	12/14/98	Pending
South Africa	INFINIUM SOFTWARE & Device	98/22536	42	12/14/98	Pending
South Africa	INFINIUM	97/8716	9	6/11/97	Pending
Switzerland	INFINIUM and Circle I Logo	01944/2000	9, 16, 42	2/21/2000	Pending
Country	Mark	Reg./App. Number	International Class	Filing Date	Expiration Date
Taiwan	INFINIUM	807446	9	7/2/97	6/30/2008
Thailand	INFINIUM	342483/Kor78902	9	8/28/97	8/27/2007
Venezuela	INFINIUM	17.094/97	9	8/26/97	Pending
Venezuela	ACCOUNTS PAYABLE 2000	17477-90	9	10/16/90	Registered
Venezuela	ACCOUNTS RECEIVABLE 2000	17478-90	9	10/16/90	Registered
Venezuela	ENVIRONMENTAL MANAGEMENT 2000	17481-90	9	10/16/90	Registered
Venezuela	FINANCIAL MANAGEMENT 2000	17480-90	9	10/16/90	Registered
Venezuela	FIXED ASSETS 2000	17479-90	9	10/16/90	Registered
Venezuela	GENERAL LEDGER 2000	17476-90	9	10/16/90	Registered
Venezuela	HAZARDOUS MATERIALS 2000	17483-90	9	10/16/90	Registered
Venezuela	INDUSTRIAL HEALTH 2000	17484-90	9	10/16/90	Registered
Venezuela	SOFTWARE 2000	17475-90	9	10/16/90	Registered

*Community Trademark covers Austria, Benelux, Denmark, Finland, France, Germany, Great Britain, Greece, Ireland, Italy, Portugal, Spain and Sweden.

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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

Partner Name	Product(s)	Agreement Name	Agreement Date
BUSINESS	PARTNERS:		
Proclarity (f/k/a Knosys)	Proclarity - Analysis and Visualization tool sold in conjunction with BIAS	License and Development Agreement	6/11/1999
ELCOM	Elcom: electronic procurement, MRO		
e.Labor (Skillset)	EEX Domino: electronic applicant tracking, based on Lotus Domino platform. EEX SQL: electronic applicant tracking based on MS platform	Marketing Agreement	3/31/1999
Rippe & Kingston	e.ssentials for Infinium; browser frontends for Infinium AS/400 MM <i>Methos - Maintenance Management Software</i>	Referral Partner Program Agreement	3/1/1999
Cognos	Impromptu - desktop-based Reporting/Business Intelligence software	OEM Agreement	8/31/1997
FRx Software	FRX for Windows, Desktop GUI for Financial Report Writing Drill down features thru layered reports. Remote distribute MS Access "slices" of Financial Database thru email or web; use Remote Viewer to analyze & print (also. Forecasting which we do not sell)	Software Distribution License Agreement	1/19/1998
Showcase Corporation	Strategy Product Family: Query, Server, Rpt Wtr. Data "Access" - query and report writing across any AS/400 file. <i>Other Products to be listed</i>	Strategic Business Partner Agreement	8/29/1996
Timeline	Financial and Budgeting Provides advanced Budgeting/Financial Reporting in a SQLServer and Excel-based environment.	Amended and Restated Marketing Agreement	3/18/1998
Trilog Group SARL	eBeam Flowbuilder-Lite and FB Installer	Software Licensing and Services Agreement	6/12/2000

Acceleron (f/k/a Momentum)	Boomerang	License Agreement	7/23/1998
Bewley Carlaw	Coral Payroll	Marketing Agreement	9/28/1999
INTERNATIONAL	DISTRIBUTORS:		
Business T&G SA	Infinium CRM; Infinium BIAS for FM; Infinium BIAS for HR	International Distributor Agreement	4/30/1997
Dialog	Infinium Platform Products; Infinium Financial Management Suite; Infinium Human Resources Suite; Infinium CRM	International Distributor Agreement	3/1/2000
Dunedin International Limited	Infinium CRM; Infinium BIAS	International Distributor Agreement	7/19/2000
Pan Pacific Information Technology and Development, Inc.	Infinium Materials Management Suite; Infinium Financial Management Suite; Infinium CRM	International Distributor Agreement	12/16/1996
Infinium Software Asia Pacific (f/k/a Advantage Business Software SDN BHD)	Infinium Platform Products; Infinium Financial Management Suite; Infinium Materials Management Suite; Infinium Human Resources Suite	International Distributor Agreement	3/1/1996
QNX (f/k/a Questronix Corporation)	Infinium Platform Products; Infinium Financial Management Suite; Infinium Materials Management Suite; Infinium Human Resources Suite; WEB UI Tool; IPG Enhancements	International Distributor Agreement	8/15/1996
E-Enable (f/k/a Safeway Consultants Pvt. Ltd.)	Infinium Platform Products; Infinium Financial Management Suite; Infinium Materials Management Suite; IPG Enhancements; WEB UI Tool	International Distributor Agreement	9/1/1999
iOM Pte Ltd.	Infinium CRM	International Distributor Agreement	7/20/2000
PT Ardigraha Infolestari	Infinium Platform Products; Infinium Training Administration; Infinium Human Resources - International Suite; Infinium Payroll - International Suite	International Distributor Agreement	5/12/2000

Metro-Infinium Thailand f/k/a Metro Systems Corp	Infinium Platform Products; Infinium Financial Management Suite; Infinium Materials Management Suite; Infinium Human Resources Suite; Infinium CRM; IPG Enhancements	International Distributor Agreement	12/30/1994
Lodes Consultores, SA de CV	Infinium Platform Products; Infinium Financial Management Suite; Infinium Materials Management Suite; Infinium Human Resources Suite	International Distributor Agreement	8/1/1996
Southern Business Solutions (PTY) Ltd.	Human Resources - International Suite	International Distributor Agreement	7/5/2000
JBS Computer Services Ltd.	Infinium CRM	International Distributor Agreement	5/15/2001
PT Sigma Cipta Caraka	Infinium Platform Products; Infinium Financial Management Suite; Infinium Materials Management Suite; Infinium CRM	International Distributor Agreement	5/18/1998

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