

03-12-2002



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

102012430

Tab settings

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

1. Name of conveying party(ies):

Invention Machine Corporation

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State, 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: December 20, 2001

2. Name and Address of receiving party(ies)

Name: Dassault Systemes Corp.

Internal Address: BP 310

Street Address: 9 Quai Marcel Dassault

City: Suresnes Cedex State: France Zip: 92150

- Individual(s) citizenship, Association

General Partnership

Limited Partnership

Corporation-State: Delaware

Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached: Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) 75/917,518; 75/771,106; 76/014,548

B. Trademark Registration No.(s) 2,015,262; 2,153,408; 2,161,864; 2,210,927; 2,372,708;

Additional number(s) attached Yes No

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

Name: Intellectual Property Docketing

Internal Address: SHEARMAN & STERLING

Street Address: 599 Lexington Avenue

City: New York State: NY Zip: 10022

6. Total number of applications and registrations involved:

8

7. Total fee (37 CFR 3.41) \$ 215.00

- Enclosed, Authorized to be charged to deposit account

8. If check is missing or otherwise insufficient, charge Deposit account number:

50-0324

(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.

Alexander Kim

Name of Person Signing

Signature

February 7, 2002

Date

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

20

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

03/11/2002 00000109 76014548

02 EC:402

175:00 00

NY JOCS04/335179.1

TRADEMARK REEL: 002458 FRAME: 0648

**AMENDED AND RESTATED INTELLECTUAL PROPERTY
SECURITY AGREEMENT**

This AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "***Amended and Restated IP Security Agreement***"), dated July 18, 2001, amended October 4, 2001 and amended and restated December 20, 2001, is made by Invention Machine Corporation, a Delaware corporation (the "***Grantor***") in favor of Dassault Systèmes Corp., a Delaware corporation ("***Dassault***"), as collateral holder (in such capacity, the "***Collateral Holder***") for the Purchasers (as defined in the Purchase Agreement referred to below) (the "***Secured Parties***"). All capitalized terms used herein but not otherwise defined herein shall have their respective meanings as set forth in the Purchase Agreement.

WHEREAS, the Grantor entered into an Intellectual Property Security Agreement, dated July 18, 2001, with Dassault, as amended by Amendment No. 1 to Intellectual Property Security Agreement dated October 4, 2001 (as so amended, the "***Original IP Security Agreement***"), pursuant to which the Grantor granted a security interest in certain intellectual property of the Grantor to Dassault to secure the payment of all obligations of the Grantor under or in respect of each of that certain Common Stock Warrant and Note Purchase Agreement, dated as of July 18, 2001, by and among the Grantor and the parties named herein, that certain 8% Convertible Promissory Note, dated July 18, 2001 and amended and restated December 20, 2001, and that certain 8% Promissory Note, dated October 4, 2001 and amended and restated December 20, 2001, each issued by the Grantor in favor of Dassault (the notes so issued to Dassault, collectively, the "***Dassault Notes***").

WHEREAS, the Grantor has entered into an Amended and Restated Note Purchase Agreement with the Secured Parties, dated as of December 20, 2001 (the "***Purchase Agreement***"), pursuant to the terms of which, among other matters, the Grantor issued to each of the Purchasers 8% Convertible Promissory Notes, due June 30, 2002 (the "***New Notes***" and, collectively with the Dassault Notes, the "***Notes***").

WHEREAS, under the terms of the Purchase Agreement and subject to that certain Intercreditor Agreement, dated as of December 20, 2001, by and among the Grantor and the Secured Parties (the "***Intercreditor Agreement***"), the Grantor has granted a *pari passu* security interest in certain intellectual property of the Grantor to Dassault, as Collateral Holder, for the ratable benefit of the Secured Parties, to secure the payment of all obligations of the Grantor under or in respect of the Transaction Documents, and has agreed as a condition thereof to execute this Amended and Restated IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Grant of Security. The Grantor hereby grants, assign and pledges to the Collateral Holder in its capacity as Collateral Holder, for its benefit and for the ratable benefit of the Secured Parties, subject to the terms of the Intercreditor Agreement, a security interest in and to all of such Grantor's right, title and interest in and to the following (the "**IP Collateral**"):

- (i) all patents and patent applications set forth in Schedule A hereto, together with all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof, and all rights therein provided by international treaties or conventions (the "**Patents**");
- (ii) all trademarks, service marks, trade names and other identifiers of source or goodwill set forth in Schedule B hereto, together with all of the goodwill associated therewith (the "**Trademarks**"); and
- (iii) all computer software set forth in Schedule C hereto, including any copyrights (whether registered or not) therein ("**Software**").

SECTION 2. Security for Obligations. The grant of a security interest in the IP Collateral by the Grantor under this Amended and Restated IP Security Agreement secures the payment of all obligations of such Grantor now or hereafter existing under or in respect of the Purchase Agreement and the Notes, and all documents related or ancillary thereto, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this Amended and Restated IP Security Agreement.

SECTION 4. Grants and Rights. This Amended and Restated IP Security Agreement has been entered into in conjunction with the provisions of the Purchase Agreement, the Intercreditor Agreement and the Notes. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Secured Parties with respect to the IP Collateral are more fully set forth in the Purchase Agreement, the Notes and the Intercreditor Agreement. The terms and provisions of each of the Purchase Agreement, the Notes and the Intercreditor Agreement are incorporated herein by reference as if fully set forth herein.

SECTION 5. Remedies. (a) In the event of any Event of Default (as defined in the Notes), subject to the terms of the Intercreditor Agreement, the Collateral Holder may exercise in respect of the IP Collateral, in addition to other rights and remedies provided for herein, in the Notes or in the Purchase Agreement, or otherwise available to it, all the rights and remedies of a secured party upon default under the Massachusetts Uniform Commercial Code

(whether or not the Massachusetts Uniform Commercial Code applies to the affected IP Collateral) and also may: (i) require the Company to, and the Company hereby agrees that it will at its expense and upon request of the Collateral Holder forthwith, assemble all or part of the IP Collateral as directed by the Collateral Holder hereof at a place and time to be designated by the Collateral Holder that is reasonably convenient to both parties; (ii) without notice except as specified below, sell the IP Collateral or any part thereof in one or more parcels at public or private sale, at the Collateral Holder's offices or elsewhere, for cash, on credit or for future delivery, and upon such other terms as the holder hereof may deem commercially reasonable; (iii) occupy any premises owned or leased by the Company where the IP Collateral or any part thereof is assembled or located for a reasonable period in order to effectuate its rights and remedies hereunder or under law, without obligation to the Company in respect of such occupation; and (iv) exercise any and all rights and remedies of the Company under or in connection with the IP Collateral, including, without limitation, any and all rights of the Company to demand or otherwise require payment of any amount with respect to such IP Collateral. The Company agrees that, to the extent notice of sale shall be required by law, at least ten (10) days' notice to the Company of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification. The Collateral Holder shall not be obligated to make any sale of IP Collateral regardless of notice of sale having been given. The Collateral Holder may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned.

(b) All or a portion of the cash proceeds, in an amount not to exceed the sum of the obligations of the Company outstanding under the Transaction Documents, if any, received by the Collateral Holder in respect of any sale of, collection from, or other realization upon all or any part of the IP Collateral may, in the discretion of the Collateral Holder be held by the Collateral Holder as collateral for, and/or then or at any time thereafter applied in whole or in part by the Collateral Holder against, all or any part of the Notes.

(c) Any surplus of such cash proceeds held by the Collateral Holder and remaining after payment in full in cash of the Company's obligations under the Transaction Documents shall be paid over to the Company or to whomsoever may be lawfully entitled to receive such surplus.

(d) In the event of any Event of Default, all payments received by the Company in respect of the IP Collateral shall be received in trust for the benefit of the Secured Parties, shall be segregated from other funds of the Company and shall be forthwith paid over to the Collateral Holder in the same form as so received (with any necessary endorsement).

(e) In the event of any sale or other disposition of any of the IP Collateral hereunder, the goodwill of the business connected with and symbolized by any trademarks subject to such sale or other disposition shall be included therein, and the Company shall supply to the Collateral Holder, subject to such sale or other disposition, the Company's customer lists and other records

and documents relating to such IP Collateral and to the manufacture, distribution, advertising and sale of the IP Collateral.

SECTION 6. Continuing Security Interest; Assignment. This Amended and Restated IP Security Agreement shall create a continuing security interest in the IP Collateral and shall (a) remain in full force and effect until the payment in full in cash or conversion into equity of all of the Secured Obligations and the termination of this Amended and Restated IP Security Agreement, (b) be binding upon the Grantor, its successors and assigns and (c) inure to the benefit of the Secured Parties and their respective successors, transferees and assigns. In the event a Secured Party shall convert all of its debt evidenced by the Notes into equity, it shall automatically no longer be entitled to the benefit of the Collateral.


SECTION 7. Entire Agreement. This Amended and Restated IP Security Agreement (together with the exhibits and schedules hereto) supersedes the Original IP Security Agreement in its entirety.

SECTION 8. Governing Law. This Amended and Restated IP Security Agreement shall be governed by, and construed in accordance with, the laws of The Commonwealth of Massachusetts.

[Signature Page Follows]

IN WITNESS WHEREOF, the Grantor has caused this Amended and Restated IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

INVENTION MACHINE CORPORATION

By 
Name: Eugene Bergen Henegouwen
Title: President and Chief Executive Officer

Address for Notices:
133 Portland Street
Boston, MA 02114
Attn: President

DASSAULT SYSTEMES CORP.

By _____
Name:
Title:

Address for Notices:
9 Quai Marcel Dassault
BP 310
92150 Suresnes Cedex
France
Attn: Law Department


IN WITNESS WHEREOF, the Grantor has caused this Amended and Restated IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

INVENTION MACHINE CORPORATION

By _____
Name: Eugene Bergen Henegouwen
Title: President and Chief Executive Officer

Address for Notices:
133 Portland Street
Boston, MA 02114
Attn: President

DASSAULT SYSTEMES CORP.

By 
Name: _____
Title: GAILLOT

Address for Notices:
9 Quai Marcel Dassault
BP 310
92150 Suresnes Cedex
France
Attn: Law Department

SCHEDULE A

PATENTS

See attached.

IMC-15 CON	US	62/022,314	21/03/1997	Computer Based System for Inspecting and Analyzing an Engineering Object System and Indicating Values of Specific Design	ISSUED PATENT NO. 6,054,428 ISSUE DATE 5/200
IMC-15 J P	Japan	524757/98	12/05/1996		PENDING
IMC-15 CAN	Canada	2,271,204	05/06/1999		PENDING
IMC-15 KOR	Korea	7004230/1999	12/05/1999		PENDING
IMC-15 EPO	EPO	97947606	11/08/1999		PENDING
IMC-16 NOR	Norway	19992276	11/05/1999		PENDING
IMC-19	US	08/046,305	07/10/1997	Computer Based System For Displaying Pd Micron Linked Concept Comparison for Predicting Selected Technical Results	ISSUED PATENT NO. 6,901,068 ISSUE DATE 5/499
IMC-19 J P	Japan	1-440-2/000438	07/04/2000		PENDING
IMC-19 CAN	Canada	2,305,569	30/03/2000		PENDING
IMC-19 EPO	EPO	98052133.1	31/03/2000		PENDING
IMC-19 KOR	Korea	2000-7003795	07/04/2000		PENDING
IMC-19 NOR	Norway	20001790	06/04/2000		PENDING
IMC-20	US	09/245,669	08/02/1999	Computer Based System for Inspecting and Analyzing an Engineering Object System and Indicating Values of Specific Design	ISSUED PATENT NO. 6,202,043 ISSUE DATE 3/1901

DISCLOSURE SCHEDULE
PATENTS AND PATENT APPLICATIONS18/07/2001
CONFIDENTIAL

IMC-20 PCT	PCT	US00/02067	27/01/2000			PENDING
IMC-22	US	08/921,804	27/06/2000	Dynamic Semantic Analysis/Selection With Knowledge Creativity Capability		ISSUED PATENT NO. 6,167,370 ISSUE DATE 12/26/00
IMC-22A	US	08/745,281	20/12/2000			PENDING
IMC-22 CAN	Canada		22/02/2001			PENDING
IMC-22 EPO	EPO	98845272.5	23/03/2001			PENDING
IMC-22 JP	Japan	2000-569327	09/03/2001			PENDING
IMC-22 KOR	Korea	2001-7003095	09/03/2001			PENDING
IMC-22 NOR	Norway	20011194	08/03/2001			PENDING
IMC-23 PCT	PCT	US00/17444	23/06/2000	Dynamic Processor and Method with Knowledge Analysis of and Estimation from Natural Language Documents		PENDING
IMC-23A CIP	US	08/841,182	03/04/2000	SEMANTIC PROCESSOR AND METHOD WITH KNOWLEDGE ANALYSIS OF AND EXTRACTION FROM NATURAL LANGUAGE DOCUMENTS		PENDING
IMC-24	US	08/538,924	31/03/2000	COMPUTER BASED IMAGING AND ANALYZING A FUNCTIONAL MODEL INCLUDING INTERACTION LINK ANALYSIS		PENDING
IMC 26S	US	08/542,231	04/04/2000	IMAGING AND ANALYZING ENGINEERING OBJECT SYSTEMS AND INITIALIZING SPECIFIC DESIGN CHANGES		PENDING
IMC-27	US	08/785,018	18/02/2001	Expanded Search and Display of SAO Knowledge Base Information		PENDING

DISCLOSURE SCHEDULE
PATENTS AND PATENT APPLICATIONS18/07/2001
CONFIDENTIAL

IMC-27 PCT	PCT	US01/10585	30/03/2001	Expanded Search and Display of SAO Knowledge Base Information	PENDING
IMC-28	US	08/815,350	22/03/2001	Document Processing and Query Driven Information Search Selection	PENDING
IMC-28 PCT	PCT	US01/11631	10/04/2001	Document Processing and Query Driven Information Search Selection	PENDING
IMC-30	US	08/821,847	29/03/2001	System and Method of Analyzing and Comparing Entity Documents	PENDING
IMC-31	US	08/826,318	04/04/2001	Computer Based New Technology Application Search Using SAO Chain Linking	PENDING
IMC-34P	US	08/246,015	08/11/2000	Integrated Text/Drawing Computer Based Analysis	PENDING
IMC-34A P	US	08/282,078	06/04/2001	Integrated Text/Drawing Computer Based Analysis	PENDING
IMC-40	US	08/833,021	11/04/2001	Modeling of Graphic Images from Text	PENDING
IMC-40 PCT	PCT	US01/13,120	24/04/2001	Modeling of Graphic Images from Text	PENDING
IMC-41U	US	08/841,888	24/04/2001	Synonym Estimation of Search Queries With Validation	PENDING
IMC-41 PCT	PCT	US01/13,133	24/04/2001	Synonym Estimation of Search Queries With Validation	PENDING
IMC-42U	US	08/841,887	24/04/2001	Creation of Tree-Based and Industry-Oriented Knowledge Base	PENDING
IMC-42 PCT	PCT	US01/13,212	24/04/2001	Creation of Tree-Based and Industry-Oriented Knowledge Base	PENDING
IMC-43P	US	08/260,159	25/10/2000	SEMANTIC ANSWERING SYSTEM	PENDING

DISCLOSURE SCHEDULE
PATENTS AND PATENT APPLICATIONS

IMC-43 PR	US	60248,910	17/11/2000	SEMANTIC ANSWERING SYSTEM	PENDING
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TRADEMARK

REEL: 002458 FRAME: 0659

SCHEDULE B
TRADEMARKS

See attached.

INVENTION MACHINE CORPORATION

MARK	COUNTRY	FILE DATE	REG. NO.	REG. DATE	CLASS	STATUS
IMC-TM-1	USA	29/09/1995	74735,760		INVENTION MACHINE	2,015,282 12/11/1996
IMC-TM-1	BEN	29/04/1997	892763		INVENTION MACHINE	811991 29/04/1997
IMC-TM-1	CAN	19/05/1997	839,263		INVENTION MACHINE	TMA 468426 29/01/1998
IMC-TM-1	FR	02/04/1997	1189701340		INVENTION MACHINE	210821 31/08/1998
IMC-TM-1	FR	20/02/1997	97682459		INVENTION MACHINE	97682459 20/02/1997
IMC-TM-1	GER	02/04/1997	99714385.1		INVENTION MACHINE	99714385 19/06/2000
IMC-TM-1	GB	25/02/1997	2124553		INVENTION MACHINE	2124553 25/02/1997
IMC-TM-1	IT	07/05/1997	M397C-004070		INVENTION MACHINE	780,385
IMC-TM-1	JP	24/03/1997	513865/1997		INVENTION MACHINE	4162820 09/07/1998
IMC-TM-1	KOR	23/10/1997	49397/1997		INVENTION MACHINE	49397 19/01/1999
IMC-TM-1	SW	19/02/1997	97-01772		INVENTION MACHINE	330,942 19/04/1999
IMC-TM-1	SZ	02/05/1997	69450/1997		INVENTION MACHINE	446,366 27/11/1997
IMC-TM-1	TW	27/10/1997	(88)955046		INVENTION MACHINE	824407 01/11/1998
IMC-TM-1	VZ	13/04/1999	6044/09		INVENTION MACHINE	
IMC-TM-2	USA	19/09/1996	75168,643		TECHOPTIMIZER	2,163,408 29/04/1998
IMC-TM-2	BEN	11/03/1999	934211		TECHOPTIMIZER	661,833 11/03/1999
IMC-TM-2	CAN	17/10/2000	1,078,942		TECHOPTIMIZER	
IMC-TM-2	FR	11/03/1999	199900848		TECHOPTIMIZER	216809 31/01/2000
IMC-TM-2	FR	12/03/1999	99780426		TECHOPTIMIZER	99780426 12/03/1999
IMC-TM-2	GB	08/09/1999	2168631		TECHOPTIMIZER	2168631 08/05/1999
IMC-TM-2	GER	20/03/1999	36629013.3		TECHOPTIMIZER	36629013 01/03/2001
IMC-TM-2	IT	28/03/1999	M198C003009		TECHOPTIMIZER	
IMC-TM-2	JP	11/03/1999	21653/1999		TECHOPTIMIZER	4384693 19/05/2000
IMC-TM-2A	JP	23/03/1999	28423/1999		TECHOPTIMIZER	4,428,688 20/10/2000
IMC-TM-2	SW	09/03/1999	9902108		TECHOPTIMIZER	946,096 23/03/2001
IMC-TM-2	SZ	29/05/1999	02589/1999		TECHOPTIMIZER	469312 17/09/2000
IMC-TM-2	TW	5/4/99 5/19/99	(88) 20395 (83)25716		TECHOPTIMIZER	916962 989999 12/1/00 9/1/2000
IMC-TM-2	VZ	21/03/1999	6260/99		TECHOPTIMIZER	
IMC-TM-3	USA	29/04/1997	78263,518		SOFTWARE THAT INVENTS	2,161,864 02/06/1998
IMC-TM-3	CAN	17/10/1997	858,992		SOFTWARE THAT INVENTS	TMA 518,703 28/07/1999

INDEX	COUNTRY	CLASS	FILE DATE	SECT	TIME	REGULAT
IMC-TM-4	FIN	SOFTWARE THAT INVENTS	18/10/1997	1199703995	211557	30/10/1998
IMC-TM-4	FIN	SOFTWARE THAT INVENTS	18/10/1997	9768797	9768797	19/10/1997
IMC-TM-4	GER	SOFTWARE THAT INVENTS	29/10/1997	997 61 685.0		
IMC-TM-4	GB	SOFTWARE THAT INVENTS	20/10/1997	2148900		
IMC-TM-4	IT	SOFTWARE THAT INVENTS	22/10/1997	4057	912.476	16/05/2000
IMC-TM-4	J P	SOFTWARE THAT INVENTS	20/10/1997	169707/1997	4289162	30/04/1999
IMC-TM-4	KOR	SOFTWARE THAT INVENTS	23/10/1997	49398/1997		
IMC-TM-4	SZ	SOFTWARE THAT INVENTS	24/10/1997	08483/1997	488,696	19/01/2000
IMC-TM-4	TW	SOFTWARE THAT INVENTS	27/10/1997	(86)065046	881009	01/02/2000
IMC-TM-4	USA	IM-PHENOMENON	24/10/1997	75378, 838	2210927	15/12/1998
IMC-TM-3	FIN	IM-PHENOMENON	25/03/1998	1199801068	213056	28/02/1999
IMC-TM-3	FR	IM-PHENOMENON	19/03/1998	98723782	98723782	19/03/1998
IMC-TM-3	GER	IM-PHENOMENON	16/04/1998	99821022.51	998 21 022	28/06/1998
IMC-TM-3	GB	IM-PHENOMENON	19/03/1998	2161386	2161386	19/03/1998
IMC-TM-3	IT	IM-PHENOMENON	17/04/1998	MISMC 003044		
IMC-TM-8	J P	IM-PHENOMENON	20/03/1998	23848/1998	4534766	12/11/1999
IMC-TM-8	SZ	IM-PHENOMENON	23/03/1998	2361/1998	454 436	15/10/1998
IMC-TM-8	TW	IM-PHENOMENON	22/04/1998	(87) 184129	873380	01/11/1999
IMC-TM-11	USA	COBRAIN	02/08/1999	75768,309	2,372,709	01/08/2000
IMC-TM-11	CAN	COBRAIN	30/12/1999	1,041,250		
IMC-TM-11	GER	COBRAIN	31/01/2000	30008672.4	30008672.4	14/11/2000
IMC-TM-11	GB	COBRAIN	17/01/2000	2219055	2,218,055	11/01/2000
IMC-TM-11	FIN	COBRAIN	07/02/2000	120000816		
IMC-TM-11	FR	COBRAIN	02/02/2000	3004837	3004837	02/02/2000
IMC-TM-11	IT	COBRAIN	24/01/2000	M12000C000725		
IMC-TM-11	SW	COBRAIN	02/02/2000	784	344 271	26/01/2001
IMC-TM-11	SZ	COBRAIN	17/01/2000	0046872000	474404	17/07/2000
IMC-TM-11	KOR	COBRAIN	17/01/2000	102372000		

BOOK#	COUNTRY	MARK	FILE DATE	SECT#	INT #	REG DATE
IMC-TM-11	J P	COBRAIN	11/01/2000	000000/2000		4486604
IMC-TM-11	TW	COBRAIN	04/17/2000	(69)00153		837832
IMC-SM-11	USA	COBRAIN	14/02/2000	7/5/17,518		2411/2000
IMC-SM-11	EEC	COBRAIN	18/02/2000	1515276		
IMC-SM-11	GB	COBRAIN	17/02/2000	2222304		2222604
IMC-SM-11	CAN	COBRAIN	08/09/2000	1070222		17/02/2000
IMC-SM-11	J P	COBRAIN	24/07/2000	61400/2000		
IMC-SM-11	TW	COBRAIN	17/07/2000	(69) 40803		
IMC-TM-12 ITU	USA	KNOWLEDGIST	09/03/1999	78771,106		
IMC-TM-12	EEC	KNOWLEDGIST	02/02/2000	148712		
IMC-TM-12	KOR	KNOWLEDGIST	03/02/2000	4025		
IMC-TM-12	J P	KNOWLEDGIST	09/02/2000	85337/2000		4492784
IMC-TM-12	TW	KNOWLEDGIST	03/02/2000	(69)6211		17/11/2000
IMC-TM-12	CAN	KNOWLEDGIST	01/02/2000	1,044,850		
IMC-TM-12	SZ	KNOWLEDGIST	02/02/2000	010600/2000		476,279
IMC-TM-14 ITU	USA	POWERING THE SEMANTIC				17/08/2000
IMC-TM-14	EEC	POWERING THE SEMANTIC	31/03/2000	76/014,648		
IMC-TM-14	KOR	POWERING THE SEMANTIC	29/09/2000	1678982		
IMC-TM-14	KOR	POWERING THE SEMANTIC	30/09/2000	40-2000-0045976		

SCHEDULE C

COMPUTER SOFTWARE

CoBrain 1.2
CoBrain 1.5
CoBrain 2.0
CoBrain 2.5
CoBrain.com web site
IM-Phenomena (Code Name) (Windows)
IM-Phenomenon 1.0
IM-Phenomenon 1.1
IM-Phenomenon Standard Edition
IM-Phenomenon Online (under develop.)
Internet Assistant 1.0
Internet Assistant 1.1
Internet Assistant 1.2
Internet Assistant 1.3
Invention Machine v.1.0 (Russian)
Invention Machine v.1.1 (Russian)
Invention Machine v.1.2 (Russian)
Invention Machine v.1.2-
 Principles for ES-1040 (Russian)
Invention Machine v.1.3 (Russian, English)
Invention Machine v.1.3 for networks (Russian)
Invention Machine v.1.3-
 Principles (German)
Invention Machine v.1.41 and 1.42 (English)
Invention Machine v.1.5 (Russian)
Invention Machine v.1.5 for networks (Russian)
Invention Machine-Tutor v.1.0
 (Russian, English, Czech)
Invention Machine-VEA v.1.0 (Russian)
Invention Machine-Zayavka v.1.0 (Russian)
Invention Machine-Zayavka v.1.1 (Russian)
Invention Machine-Zayavka v.1.2 (Russian)
Invention Machine Lab v.2.1 (Windows)
Invention Machine Lab v.2.11
 (Windows, fully graphic)
Invention Machine Lab v. 2.11 (MacIntosh)
Invention Machine Lab v.2.12
 (Principles, Effects, Prediction)
 is the current marketed company product
 and it bears copyright notices dated from
 1989-1996 on the packaging and title
 program screen.
Invention Magic 1.0 (Japanese)
Knowledgist 1.2
Knowledgist 1.5
Knowledgist 2.0
Knowledgist 2.5 (planned for July 31, 2001)
TechOptimizer v.2.01 (Windows, Function
Analysis, English)
TechOptimizer Professional Edition 2.5
(Combines enhanced IMLab 2.12 &
TechOptimizer 2.01 into single package)
TechOptimizer Pro. Edition 2.5 for
Microelectronics (Windows)
TechOptimizer 2.01 for MacIntosh
TechOptimizer 3.0 (Windows)
TechOptimizer 2.5 German
TechOptimizer 2.51
TechOptimizer 3.0 French
TechOptimizer 3.5 French
TechOptimizer 3.0 Japanese
TechOptimizer 3.1 Japanese
Techoptimizer 3.0 Release 2
TechOptimizer 3.01
TechOptimizer 3.5
Techoptimizer 4.0 (under development)