

04-26-2002



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Form PTO-1594

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

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ET

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.

1. Name of conveying party(ies):

Holden Corporation 4-15-02

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State Illinois
☐ Other _____

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

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other Agreement recorded April 26, 1999 at
 Reel 1888, Frame 0180.
 Execution Date: January 25, 2001

2. Name and address of receiving party(ies)

Name: Bank of America N.A.

Internal

Address: _____

Street Address: 101 South Tryon Street

City: Charlotte State: NC Zip: 28255

- ☐ Individual(s) citizenship _____
☒ Association National Banking Association
☐ General Partnership _____
☐ Limited Partnership _____
☐ Corporation-State _____
☐ 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) _____

B. Trademark Registration No.(s) _____

See attached Schedule A

Additional number(s) attached ☒ Yes ☐ No

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

Name: Eric McAlpine

Internal Address: Jenner & Block, LLC

Street Address: One IBM Plaza

City: Chicago State: IL Zip: 60611

6. Total number of applications and registrations involved:

10

7. Total fee (37 CFR 3.41) \$ 265.00

- ☐ Enclosed
☒ Authorized to be charged to deposit account

8. Deposit account number:

10-0460

DO NOT USE THIS SPACE

9. Signature.

Eric McAlpine

Name of Person Signing

Signature

Date

60

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

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

04/26/2002 LMUELLER 00000027 100460 75098803

01 FC:481
02 FC:48240.00 CH
225.00 CHTRADEMARK
REEL: 002492 FRAME: 0534

SCHEDULE A TO RECORDATION FORM COVER SHEET

Friday, March 08, 2002

Country List

Page: 1

Country:	US	United States of America										
Trademark	Client	Status	Case Number	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date	Attorney			
ANYTIME/ANYWHERE COACHING		HOLD	Registered	3461510220	X	75/098803	06-May-1996	2201775	03-Nov-1998	03-Nov-2008	MSW	
Owner: Holden Corporation				Classes: Int. Cl. 9								
ARCHITECTURAL ASSESSMENT		HOLD	Registered	3461510025A		74/117557	23-Nov-1990	1666205	26-Nov-1991	26-Nov-2011	MSW	
Owner: Holden Corporation				Classes: 42							NAB	
Fox Head Design		HOLD	Registered	3461510050B		74/100843	27-Sep-1990	1674579	04-Feb-1992		MSW	
Owner: Holden Corporation				Classes: 41								
FOXGUIDE		HOLD	Registered	3461510041		73/727478	09-May-1988	1551217	08-Aug-1989	08-Aug-2009	MSW	
Owner: Holden Corporation				Classes: 35								
FOXGUIDE		HOLD	Registered	3461510041B		74/657554	28-Mar-1995	1996609	27-Aug-1996	27-Aug-2006	MSW	
Owner: Holden Corporation				Classes: 16, 35, 41								
PERSONAL CURRENCY TABULATOR		HOLD	Registered	3461510130		74/301213	03-Aug-1992	1834601	03-May-1994	03-May-2004	MSW	
Owner: Holden Corporation				Classes: 38								
POWER BASE		HOLD	Registered	3461510149A	X	74/116200	19-Nov-1990	1734724	24-Nov-1992	24-Nov-2002	MSW	
Owner: Holden Corporation				Classes: Int. Cl. 16 & 41								
SMARTSEL		HOLD	Registered	3461510165A1		75/090686	18-Apr-1996	2141416	03-Mar-1998	03-Mar-2008	MSW	
Owner: Holden Corporation				Classes: Int. Cl. 9								
VALU-DRIVER		HOLD	Registered	3461510203A		74/288592	23-Jun-1992	1830744	12-Apr-1994	12-Apr-2004	MSW	
Owner: Holden Corporation				Classes: 16, 35								
ValuBase Marketing Alignment (Stylized)		HOLD	Registered	3461510181	X	75/188432	28-Oct-1996	2254007	15-Jun-1999	15-Jun-2009	MSW	

Release of Lenders

Each of Holden LLC ("Buyer"), Holden Corporation ("HC"), James F. Holden and Christine E. Holden (collectively, the "Releasing Parties") hereby enter into this Release of Lenders ("Release") in favor of Bank of America N.A. (formerly known as Bank of America National Trust and Savings Association), as administrative agent (in such capacity, the "Agent") and in favor of the lending institutions ("Lenders") party to the Amended and Restated Credit Agreement dated as of April 1, 1999 (as amended to the date hereof, the "Credit Agreement") based upon the following facts and consideration:

Whereas, the Lenders have foreclosed upon substantially all of the assets of HC, a wholly owned subsidiary of Enterprise Profit Solutions Corporation (the "Company"), and the right to proceeds from certain restricted stock promissory note and pledge agreements ("Note Proceeds" and together with substantially all of the assets of HC, collectively referred to herein as the "HC Sale Assets") as set forth in the Purchase Agreement dated January 25, 2001 ("Purchase Agreement"); and

Whereas, the Company, Holdings, and certain other affiliates of the Company as guarantors ("Guarantors") have cooperated with the Lenders in the foreclosure and the sale of the HC Sale Assets; and

Whereas, the Company, Holdings, Guarantors, and HC have agreed not to interfere with the Lenders' sale of the HC Sale Assets and the release of the Lenders' senior secured lien upon all the HC Sale Assets; and

Whereas, the consent of the Lenders is required under the terms of the Credit Agreement and the Purchase Agreement in order to consummate the Purchase Agreement; and

Wherefore, in order to induce the Lenders to enter into the Purchase Agreement and to consummate the transactions contemplated in the Purchase Agreement, the Releasing Parties agree to provide the Agent and Lenders this Release.

1. **RELEASE.** Effective automatically, upon the consummation of the sale of the HC Sale Assets pursuant to the Purchase Agreement and the termination of the Lenders' security interest in, and all liens on, the HC Sale Assets, the Releasing Parties hereby release and forever discharge the Agent and the Lenders, their Affiliates (as defined in the Credit Agreement), and their respective principals, shareholders, directors, officers, agents, employees, attorneys, consultants and representatives, and the successors and assigns of each of them, but specifically excluding Deloitte and Touche, Jefferies & Company, Gibson, Dunn & Crutcher, LLC, EPS Solutions Corporation, Enterprise Profit Solutions Corporation, and their respective principals, shareholders, directors, officers, agents, employees, attorneys, consultants and representatives, and the successors and assigns of each of them (collectively, the "Lender Parties") from any claims (direct or derivative), obligations, accounts, debts, costs, fees, expenses, liens, demands, actions, damages, causes of action, claims for tortious wrongdoing or omissions and any other claims and demands whatsoever, in law or in equity, which the Releasing Parties ever had or now have against any of the Lender Parties arising out of or in any way related to HC, the HC

Sale Assets, Buyer, the lending relationship among Agent and Lenders, on the one hand and HC, on the other hand, sale of the HC Sale Assets and/or the Purchase Agreement, except with respect to the Purchase Agreement and the terms and provisions of the Purchase Agreement, which expressly survive the consummation of the transactions described herein as expressly set forth therein.

2. **WAIVER OF SECTION 1542.** The Releasing Parties certify that they have each read the following provisions of California Civil Code Section 1542:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor"

The Releasing Parties acknowledge and agree that this Release applies to all claims, losses, damages and causes of action, whether known or unknown, of whatever nature (whether these damages or losses are known or unknown, foreseen or unforeseen, or patent or latent), which Releasing Parties may have against the Lender Parties and hereby waive application of California Civil Code Section 1542, as to all unknown claims which the Releasing Parties ever had or now have against any of the Lender Parties arising out of or in any way related to HC, the HC Sale Assets, Buyer, the lending relationship among Agent and Lenders, on the one hand, and HC, on the other hand, the sale of the HC Sale Assets and/or the Purchase Agreement, except with respect to the Purchase Agreement and the terms and provisions of the Purchase Agreement, which expressly survive the consummation of the transaction described herein as expressly set forth therein.

3. **NO ASSIGNMENT OF CLAIMS.** The Releasing Parties represent and warrant that prior to the signing of this Release, neither they nor their respective predecessors, principals, agents, subsidiaries, directors, officers, insurers, representatives, parent or affiliated corporations or entities have assigned or transferred, or purported to assign or transfer, to any other person or entity any claim, demand, right, lien, cause of action or other matter herein released.

4. **COUNTERPARTS.** This Release may be executed in two or more counterparts, all of which taken together shall be deemed one original.

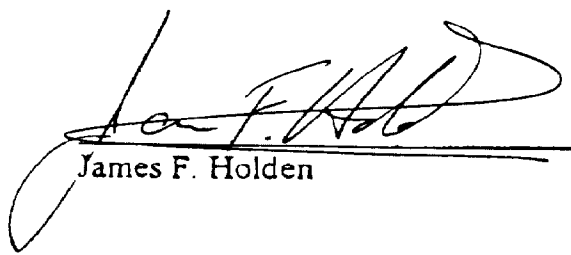
IN WITNESS WHEREOF, intending to be legally bound, the undersigned have caused this Release to be executed (if an entity, by a duly authorized officer thereof) as of the 25 day of January 2001.

Holden LLC (Buyer)

By: 

Name: JAMES F. HOLDEN

Title: CEO

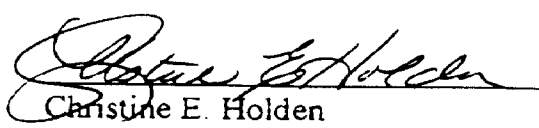

James F. Holden

Holden Corporation

By: 

Name: JAMES F. HOLDEN

Title: CEO


Christine E. Holden

ENTERPRISE PROFIT SOLUTIONS CORPORATION
10 S. RIVERSIDE PLAZA, SUITE 2200
CHICAGO, ILLINOIS 60606

January 25, 2001

Bank of America, N.A., as Agent
Agency Management 10831
1455 Market Street, 12th Floor
San Francisco, CA 94103

Ladies and Gentlemen:

Reference is made to the Amended and Restated Credit Agreement dated as of April 1, 1999 (as amended to the date hereof, the "Credit Agreement"), and the Security Agreement dated as of December 7, 1998 ("Security Agreement") by and among Enterprise Profit Solutions Corporation (the "Company"), as borrower, EPS Solutions Corporation (formerly known as ProfitSource Corporation) ("Holdings"), certain Affiliates of the Company, the lending institutions party thereto, as well as the successors and assigns of such lending institutions, as "Lenders" and Bank of America, N.A. (formerly known as Bank of America National Trust and Savings Association), as administrative agent (in such capacity, the "Agent"). Each of the capitalized terms used herein and not otherwise defined herein shall have the meaning assigned to such term in the Credit Agreement.

We, Company, Holdings, Holden Corporation, a wholly owned subsidiary of the Company and one of the Guarantors ("HC"), and the other Guarantors, find that we are unable to meet our obligations to the Lenders, and acknowledge that we are presently in breach and default of our obligations under the terms and conditions of the Loan Documents. We also find that due to our financial circumstances, we are unable to continue our operations. We acknowledge that the Agent and the Lenders have properly exercised their right to declare the entire indebtedness under the Loan Documents immediately due, owing and payable. We agree not to interfere with the exercise by Agent and Lenders of their right to foreclose upon and sell certain of our assets (the "Sale Assets") to Holden LLC ("Buyer"), which will partially reduce the amount of obligations owing by us to Lenders.

We further agree to assemble the Sale Assets and make them available to the Lenders at their direction pursuant to Section 10 of the Security Agreement.

We agree to follow the instructions of the Lenders to provide to the Buyer possession of the Sale Assets. We understand that you shall have no obligation to provide possession of the Sale Assets to Buyer unless you are in actual possession of any of the Sale Assets. We understand that in exchange for the sale of the Sale Assets, Buyer will pay you \$2,500,000.00. We believe that the proposed sale to Buyer is a commercially reasonable sale of the Sale Assets. We understand from you that the Sale Assets are more specifically described on Schedule I, which we attach hereto and incorporate herein by reference.

We are taking this action pursuant to the provisions of the Credit Agreement and the Security Agreement, and so that the Agent may exercise any and all remedies that the Agent has in accordance with the provisions of the New York and/or Illinois Commercial Codes in order to effectuate a foreclosure sale of the Sale Assets to the Buyer.

We are executing this instrument in counterparts for the purpose, among others, that the Agent may exhibit the same to contractors, lessors, brokers, warehousemen, government officials and other third parties as evidence of the facts stated and we hereby request that all such persons cooperate with you to accomplish the purposes hereinabove and herein below set forth.

We will cooperate with Buyer in the transfer of the Sale Assets. We recognize and acknowledge that the presence on any of our premises, of said officers, directors, stockholders and employees of the undersigned hereafter are solely and only for the purpose of rendering such assistance as they are able to and not for the purpose of altering or modifying in any respect Buyer's exclusive right to possession of the Sale Assets.

This letter will serve as our written statement renouncing after default, pursuant to Section 9504(3) of the New York and Illinois Commercial Codes, our rights to notification of any foreclosure sale or sales the Agent may hold in connection with the Agent's exercise of any and all rights it may have to sell or otherwise dispose of said Sale Assets in partial satisfaction of our obligations.

We hereby acknowledge that our renunciation of any rights that we may have to notification of any foreclosure sale or sales under the New York and/or Illinois Commercial Codes is a knowing and informed waiver by us of our rights, after default by us of our obligations to the Lenders.

Nothing contained herein shall constitute a waiver of any of the Agent's or the Lenders' rights under the Loan Documents and of the Agent's and Lenders' rights to seek a deficiency under the Loan Documents, under the New York and/or Illinois Commercial Codes and under the continuing guaranties that the Agent holds, all of which rights are fully reserved to the Agents and the Lenders.

Very truly yours,

ENTERPRISE PROFIT SOLUTIONS
CORPORATION

By: Mark Coleman
Name: MARK C. COLEMAN
Title: President

EPS SOLUTIONS CORPORATION

By: Mark Coleman
Name: MARK C. COLEMAN
Title: President

HOLDEN CORPORATION

By: James F. Holden
Name: JAMES F. HOLDEN
Title: CEO

Schedule I
(Sale Assets)

[to be attached]

CONSENT AND AGREEMENT OF GUARANTORS

Each of the undersigned, in its capacity as a Guarantor, hereby consents to the foregoing letter dated January 25, 2001 (the "Letter"), from the Company to the Agent, and to the matters contemplated therein. Nothing herein shall in any way limit any of the terms or provisions of any Guaranty of the undersigned in favor of the Agent and any other Guaranteed Person or any other document or agreement executed by the undersigned in favor of the Agent and any other Guaranteed Person (as the same may be amended from time to time), all of which are hereby ratified and affirmed in all respects.

GUARANTORS:

EPS SOLUTIONS CORPORATION,
as a Guarantor

By: Mark Coleman
Name: MARK C. COLEMAN
Title: President

THE SUBSIDIARIES OF THE COMPANY
LISTED ON ANNEX I,
as Guarantors

By: Mark Coleman
Name: MARK C. COLEMAN
Title: VP

Annex I

The Guarantors

Hindert & Associates, Inc.

Hindert Agency, Inc.

Benefit Designs, Inc.

Benefit Designs International, Inc.

Benefit Funding Services Group, LLC

Benefit Funding Services, LLC

Better Communications, Inc.

TSL Services, Inc.

D'Accord Holdings Inc.

D'Accord Group, Inc.

D'Accord Incorporated

D'Accord Financial Services, Inc.

D'Accord International Services, Inc.

D'Accord Asset Management, Inc.

Dimension Funding, Inc.

Disbursement Recovery Services, L.L.C.

D.L.D. Insurance Brokers, Inc.

FFR Holding Co., Inc.

First Financial Resources Management Co. Inc.

First Financial Resources, Inc.

FFP Insurance Services, Inc. (Nevada)

FFP Insurance Services, Inc. (California)

Holden Corporation
Lease Audit & Analysis Services, Inc.
National Benefits Consultants, L.L.C.
National Healthcare Recovery Services, L.L.C.
National Recovery Services, LLC
National RevMax Consultants, LLC
The Oxxford Consulting Group, Inc.
Partners Consulting Services, Inc.
Pritchett Publishing Company
Sigma International, Inc.
The Dublin Group, Inc.
The Structured Settlements Company, Inc.
The Wadley-Donovan Group, Ltd.
Young, Clark & Associates, Inc.
Praxis Development LC
The Praxis Group, Inc.
The Praxis Institute, Inc.

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (this "Agreement") is entered into on January 25, 2001, among BANK OF AMERICA, N.A., as Agent for itself and certain other lenders (collectively, "Lenders") under the Credit Agreement described below ("Agent") and Holden LLC, an Illinois limited liability company (the "Buyer").

This Agreement is entered into with reference to the following facts:

A. Company, Holdings, and HC have acknowledged that (i) the Company is in default of all of its presently outstanding indebtedness, liabilities and obligations owing to Lenders (collectively, the "Obligations"), including, but not limited to, the Obligations arising under or pursuant to (a) that certain Credit Agreement dated as of April 1, 1999, by and among Agent, Lenders, Company and certain other parties thereto (as amended, the "Credit Agreement"), (b) that certain Security Agreement dated as of December 7, 1998 by and among Agent, Company and certain affiliates of Company (the "Security Agreement"), and (c) the other Loan Documents (as defined in the Credit Agreement) and various other agreements entered into in connection with the Credit Agreement (such other agreements, together with the Credit Agreement and Security Agreement, are collectively referred to as the "Loan Documents"), (ii) the Obligations are due and owing to Lenders without any defense, offset or counterclaim of any kind, (iii) Lenders have a valid security interest in all assets of the Company, Holdings, and HC, including without limitation (A) all of the assets of HC, including without limitation all of HC's accounts, chattel paper, equipment, inventory, raw materials, work in process, finished goods, packaging materials, trade names, trade styles, trademarks, copyrights, goodwill, customer lists, orders, contracts for the purchase of goods, production contracts, and all books, records and documents relating thereto and all rights under all express or implied warranties from the suppliers of any of the foregoing, and all general intangibles relating to any of the foregoing (all assets of HC in which Lenders have a security interest, more specifically described on part 1 of Schedule I attached hereto and incorporated herein, being collectively referred to as the "HC Assets") and (B) the right to proceeds from certain restricted stock promissory note and pledge agreements payable to Holdings (but not such restricted stock promissory note and pledge agreements themselves) (as more specifically described on part 2 of Schedule I attached hereto and incorporated herein, being collectively referred to as the "Note Proceeds," and together with the HC Assets being collectively referred to as the "Sale Assets"), (iv) that Lenders have perfected their security interest in the Sale Assets (to the extent a security interest in such Sale Assets can be perfected by the filing a Uniform Commercial Code Financing Statement (Form UCC-1) in the appropriate jurisdiction), (v) Company, Holdings, and HC have waived their rights under Section 9504 of the New York Uniform Commercial Code to receive notice of a private or public foreclosure sale of the Sale Assets, and (vi) Lenders and Agent have the immediate right to exercise all of their rights and remedies against the Company, Holdings, and Guarantors and to enforce their security interest in the Sale Assets.

B. Agent has foreclosed upon the Sale Assets with the agreement of Company, Holdings, and HC not to interfere with the foreclosure or the foreclosure sale thereof.

C. The Company has advised Agent and Lenders that (i) it has made diligent efforts to obtain a buyer for the Sale Assets, (ii) any such sale must be concluded immediately, because the Company does not have the ability to continue in business, (iii) the Company believes that the sale of the Sale Assets on the terms described herein is a commercially reasonable sale of the Sale Assets, taking into account the time pressure for a sale and the expectation that substantially less would be received for the Sale Assets after the Company has discontinued operations, and (iv) any delay in selling the Sale Assets, or liquidation of the Sale Assets to a buyer which would not continue the business of the Company would result in a substantial risk that less would be realized from the collection of receivables of the Company with a resulting increase in the liability of the Company.

Now, therefore, the parties agree as follows:

1. Sale of Sale Assets.

1.1 Sale of Sale Assets. At a closing ("Closing"), to be held concurrently herewith, Agent, on behalf of Lenders, will sell to the Buyer, in a private sale under Section 9504 of the New York Commercial Code, and the Buyer will purchase from Agent, the Sale Assets. Concurrently herewith, Agent shall execute and deliver to the Buyer a Bill of Sale with respect to the Sale Assets: provided, however, that (i) the conveyance to Buyer of the Sale Assets pursuant to this Agreement and such Bill of Sale shall be expressly conditioned upon the receipt by the Agent of a Release of Lenders of even date herewith reasonably satisfactory to the Agent and (ii) the conveyance to Buyer of the Note Proceeds with respect to any particular restricted stock promissory note and pledge agreement pursuant to this Agreement and such Bill of Sale shall additionally be expressly conditioned upon the receipt by the Agent of a Release of Lenders from the maker of such restricted stock promissory note and pledge agreement in form and substance similar to the Release of Lenders delivered by Purchaser.

1.2 Purchase Price. The purchase price for the Sale Assets shall be \$2,500,000.00, which Buyer shall pay to Agent, for the ratable benefit of Lenders, concurrently by wire transfer. The Buyer will pay all sales, use and other transactional taxes, if any, imposed upon the sale evidenced hereby, and hereby indemnifies and holds Agent and Lenders harmless in connection with any such taxes.

1.3 Further Assurance. Agent agrees to execute and deliver to Buyer, upon Buyer's written request, such further instruments of assignment and transfer as may, in Buyer's reasonable discretion, be necessary or desirable to pass to Buyer title to the Sale Assets consistent with this Agreement.

2. Limited Warranty of Title. Agent warrants that it is conveying to Buyer all of Company's and HC's right, title and interest in the Sale Assets, free and clear of all liens, security interests and encumbrances which are junior and subordinate to the security interests of Lenders in the Sale Assets. The Agent warrants that it holds a perfected first priority security interest in the Sale Assets and that it has given all notices or notifications required of it in connection with the conveyance of the Sale Assets to the Buyer pursuant to Section 9504(3) of the New York and Illinois Commercial Codes. Agent further warrants that it has not previously sold or licensed any of the Sale Assets to any other party. In this connection, no warranty is

made, or defense will be given, as to any claims or liens of contractors or warehousemen with possessory statutory liens under applicable state or other law.

3. Sale As Is, Where Is. THE SALE ASSETS ARE BEING SOLD AND PURCHASED AS IS, WHERE IS, AND WITH ALL FAULTS, AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE WHATSOEVER (INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE), EXCEPT AS HEREIN EXPRESSLY SET FORTH. Without limiting the generality of the foregoing, the Buyer acknowledges that Buyer is not relying on any representation or warranty of Agent or Lenders, express or implied, except as herein expressly set forth. To the extent of physical possession of any of the Sale Assets by the Agent or any Lender, the Agent shall provide Buyer, or cause to be provided to Buyer, possession of such Sale Assets within two days of the date of this Agreement.

4. Notices. All notices to be given under this Agreement shall be in writing and shall be given either personally or by reputable private delivery service or by regular first-class mail, or certified mail return receipt requested, or by fax (and if by fax, sent concurrently by one of the other methods provided herein), addressed to the parties at the addresses shown below, or at any other address designated in writing by one party to the other party. All notices shall be deemed to have been given upon delivery in the case of notices personally delivered, or at the expiration of one business day following delivery to the private delivery service, or five business days following the deposit thereof in the United States mail, with postage prepaid or on the first business day of receipt in the case of notices sent by fax.

If to Agent: Bank of America, N.A.
Special Assets Division
555 South Flower Street
10th Floor
Los Angeles, CA 90071
Attn: Mr. Duncan McDuffie
Fax: 213-228-6003

with a copy to: Bernard Le Sage, Esq.
Buchalter, Nemer, Fields & Younger
601 S. Figueroa Street, 24th Floor
Los Angeles, California 90017
Fax: 213-896-0400

If to Buyer: Holden LLC
2800 West Higgins Road, Suite 235
Hoffman Estates, IL 60195
Attn: James F. Holden
Fax: 847-310-9962

with a copy to
(which shall not
constitute notice):

Much Shelist Freed Denenberg
Ament & Rubenstein, P.C.
200 North LaSalle Street, Suite 2100
Chicago, IL 60601
Attn: Don S. Hershman, Esq.
Fax: (312) 621-1750

5. Integration: Amendment. This Agreement sets forth in full the terms of the agreement between Agent and Buyer with respect to the subject matter hereof and is intended as the full, complete and exclusive contract governing the agreement between Agent and Buyer regarding the subject hereof. This Agreement supersedes all prior discussions, promises, representations, warranties, agreements and understandings between Agent and Buyer regarding the subject hereof. This Agreement may not be modified or amended, nor may any rights hereunder be waived, except in a writing signed by the party against whom enforcement of the modification, amendment or waiver is sought. No course of dealing between the parties, no usage of trade, and no parol or extrinsic evidence of any nature shall be used or be relevant to supplement, explain or modify any term or provision of this Agreement or any supplement or amendment thereto.

6. General. Any waiver of any breach of this Agreement in a particular instance shall not operate as a waiver of subsequent breaches of the same or a different kind. Any party's exercise or failure to exercise any rights under this Agreement in a particular instance shall not operate as a waiver of the party's right to exercise the same or different rights in subsequent instances. Nothing herein constitutes a waiver of any of Agent's or Lenders' rights and remedies against the Company, any guarantor, or any other person, firm or corporation. In the event of any litigation between the parties based upon or arising out of this Agreement, the prevailing party shall be entitled to recover all of its reasonable costs and expenses (including without limitation reasonable attorneys' fees) from the non-prevailing party. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person other than Agent, and Buyer. There are no third party beneficiaries of this Agreement. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall nevertheless remain in full force and effect. The headings in this Agreement are solely for convenience and shall be given no effect in the construction or interpretation of this Agreement. This Agreement may be executed in any number of counterparts, which together shall constitute one and the same agreement. Time is of the essence in the performance of the obligations of the parties hereunder. The Recitals at the beginning of this Agreement are hereby incorporated herein and are part of this Agreement.

7. Survival. The parties hereby agree that this Agreement and all of its terms and provisions shall survive the consummation of the transactions described herein and shall survive, and be unaffected by, any Release of Lender given by Buyer in connection with the transactions contemplated by this Agreement.

8. WAIVER OF RIGHT TO JURY TRIAL. EACH PARTY TO THIS AGREEMENT HEREBY WAIVES THE RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, ARISING OUT OF, OR IN ANY WAY RELATING TO THIS AGREEMENT, WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE.

9. Governing Law. This Agreement is being entered into in the State of California. This Agreement shall be governed by the internal laws (and not the conflict of laws rules) of the State of New York.

[Remainder of page intentionally left blank]

HOLDEN LLC

BANK OF AMERICA, N.A., as Agent

By:

Name:

Title:

By:

Name:

Title:

HOLDEN LLC

BANK OF AMERICA, N.A., as Agent

By: _____

Name: _____

Title: _____

By: M. Duncan McDuffie

Name: M. Duncan McDuffie

Title: Managing Director

SCHEDULE I

SALE ASSETS

All terms used and not defined herein shall have the meanings contained in the Purchase Agreement dated January 25, 2001.

1. All of the right, title and interest of Company, Holdings and HC in and to any and all of the present and future property, items and interests of HC described below, now owned or hereafter acquired by Company, Holdings or HC:

(a) all cash and cash equivalents;

(b) all equipment in all of its forms of HC, wherever located, including all machinery, manufacturing, distribution, selling, telephone systems, copy machines, fax machines, data processing and office equipment, assembly systems, tools, molds, dies, fixtures, appliances, furniture, furnishings, artwork, vehicles, vessels, aircraft, aircraft engines, trade fixtures and other tangible personal property (other than Inventory as defined below) including, but not limited to, those items set forth of Exhibit A attached hereto, and all parts thereof and all accessions, additions, attachments, improvements, substitutions and replacements thereto and therefor (any and all of the foregoing being the "Equipment");

(c) all inventory in all of its forms of HC, wherever located, including:

- i. all goods, merchandise and other personal property furnished or to be furnished under any contract of service or intended for sale or lease, all consigned goods and other items which have previously constituted Equipment but are then currently being held for sale or lease in the ordinary course of HC's business, all raw materials and work in process therefor, finished goods thereof, and all other materials and supplies of any kind, nature or description used or consumed in the manufacture, production, packing, shipping, advertising, finishing or sale thereof;
- ii. all goods in which HC has an interest in mass or a joint or other interest or right of any kind (including goods in which HC has an interest or right as consignee);
- iii. and all goods which are returned to or repossessed by HC;

and all accessions thereto, products thereof, and documents therefore (any and all such inventory, materials, goods, accessions, products and documents being the "Inventory");

(d) all accounts, chattel paper, documents, promissory notes and instruments of HC, whether or not arising out of or in connection with the sale or lease or other disposition of goods or the rendering of services, and all rights of HC now or hereafter existing in and to all security agreements, guaranties, leases and other contracts securing or otherwise relating to any such accounts, contracts, contract rights, chattel paper, documents, instruments and general intangibles (any and all such accounts, contracts, contract rights, chattel paper, documents, instruments and general intangibles being the "Receivables");

(e) all insurance proceeds and insurance claims of HC relating to its business or all or any part of the Sale Assets, and to the extent transferable, the benefit of and the right to enforce the covenants and warranties, if any, that HC is entitled to enforce with respect to the Sale Assets against its predecessors in title to the Sale Assets, if any;

(f) (i) all computer and other electronic data processing hardware, and all peripheral devices and other related computer hardware of HC; (ii) all software programs (including both source code, object code and all related applications and data files), whether now owned, licensed or leased or hereafter acquired by HC; (iii) all firmware associated therewith; (iv) all documentation with respect to such hardware, software and firmware described in the preceding clauses (i) through (iii); and (v) all rights with respect to all of the items described in the preceding clauses (i) through (iv);

(g) all copyrights of HC, whether statutory or common law, registered or unregistered, now or hereafter in force throughout the world and all applications for registration thereof, whether pending or in preparation, the right to sue for past, present and future infringements of any thereof, all extensions and renewals of any thereof and all proceeds of the foregoing;

(h) (i) all letters patent and applications for letters patent of throughout the world, including all patent applications in preparation for filing anywhere in the world; (ii) all patent licenses; (iii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the items described in clauses (i) and (ii); and (iv) all proceeds of, and rights associated with, the preceding clauses (i) through (iii);

(i) (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, domain names, other source of business identifiers and all prints, and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (all of the foregoing items in this clause (i) being collectively called a "Trademark"), all registrations and records thereof, and all applications in connection therewith; (ii) all Trademark licenses; (iii) all reissues, renewals and extensions of any of the items described in clauses (i) and (ii); (iv) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clauses (i) and (ii); and (v) all proceeds of, and rights associated with, the preceding clauses (i) through (iv);

(j) all common law and statutory trade secrets and all other confidential or proprietary or useful information and all know-how obtained by or used in or contemplated at any time for use in the business of HC (all of the foregoing being collectively called a "Trade Secret"), including all documents and things embodying, incorporating or referring in any way to such Trade Secret, and all Trade Secret licenses (all of the items in the preceding clauses (e) through (i) are collectively the "Intellectual Property," including, but not limited to, those set forth on Exhibit B attached hereto);

(k) in addition to general intangibles which may be included within Intellectual Property, all contracts, contract rights and general intangibles of HC including, without limitation, all tax refunds, claims, causes of action, judgments, franchises, permits, licenses, sublicenses, supply contracts, purchase contracts and agreements, and all modifications, amendments and supplements thereof;

(l) all customer lists, sales records, credit data and other information relating to customers of HC;

(m) books, records, writings, data bases, information, and other property relating to, used or useful in connection with, evidencing, embodying, incorporating, or referring to, any of the foregoing;

(n) all of HC's other property and rights of every kind and description and interests therein, including the names "Holden" and "Holden Corporation"; and

(o) all products, offspring, rents, issues, profits, returns, income and proceeds of and from any and all of the foregoing (including proceeds which constitute property of the types described in clauses (a) through (m)).

2. All of the right, title and interest of Company, Holdings and HC in and to any and all of the present and future proceeds (including, but not limited to, proceeds from principal and interest) from the restricted stock promissory notes and pledge agreements (the "Notes") entered into by certain present and former officers and employees of HC (such present and former officers and employees are referred to hereinafter collectively as the "Makers") made payable to the order of either EPS Solutions Corporation ("EPS") or ProfitSource Corporation (currently known as EPS Solutions Corporation, and with EPS, hereafter collectively referred to as "Holder") in connection with the purchase of shares of restricted common stock in Holder by the Makers including, but not limited to, any proceeds from the Notes described on Exhibit C attached hereto.

EXHIBIT B
INTELLECTUAL PROPERTY

Domain Names:

www.holdencorp.com
www.holdencorp.net

See attached list for other Intellectual Property.

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Country List

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Country: AR Argentina

Trademark	Client	Status	Case Number	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date	Attorney
ARCHITECTURAL ASSESSMENT		HOLD Unfiled	3461510023B						MSW
Owner: Holden Corporation			Classes: 42						
Design: Fox Head		HOLD Unfiled	3461510050C						MSW
Owner: Holden Corporation			Classes: 35						
FOXGUIDE		HOLD Unfiled	3461510041						MSW
Owner: Holden Corporation			Classes: 35						
HOLDEN		HOLD Unfiled	3461510084						MSW
Owner: Holden Corporation			Classes: 35						
POWER BASE		HOLD Unfiled	3461510149B						MSW
Owner: Holden Corporation			Classes: 35						
VALUGUIDE		HOLD Registered	3461510190A	1959243	01-Feb-1995	1580651	27-Oct-1995	27-Oct-2005	MSW
Owner: Holden Corporation			Classes: 35						

TRADEMARK

REEL: 002492 FRAME: 0557

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Country List

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Country:	AU	Australia	Client	Status	Case Number	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date	Attorney
Trademark											
Design: Fox Head			HOLD	Registered	3461510050D	X 598417	16-Mar-199	A598417	31-May-1994	16-Mar-2010	MSW
Owner: Holden Corporation					Classes: Int. Cl. 41						
FOXGUIDE			HOLD	Registered	3461510041D	X 598418	16-Mar-199	A598418	03-Oct-1995	16-Mar-2010	MSW
Owner: Holden Corporation					Classes: Int. Cl. 35						
FOXPOWER			HOLD	Abandoned	3461510076B	598419	16-Mar-199				MSW
Owner: Holden Corporation					Classes: 9						
PARTNERSHIP GUIDE			HOLD	Unfiled	3461510122						MSW
Owner: Holden Corporation					Classes: 16						
PARTNERSHIP GUIDE			HOLD	Unfiled	3461510122						MSW
Owner: Holden Corporation					Classes: 41						
POWER BASE			HOLD	Registered	3461510149C	X 598412	16-Mar-199	A598412	11-Oct-1994	16-Mar-2010	MSW
Owner: Holden Corporation					Classes: Int. Cl. 16						
POWER BASB			HOLD	Registered	3461510149D	X 598413	16-Mar-199	A598413	11-Oct-1994	16-Mar-2010	MSW
Owner: Holden Corporation					Classes: Int. Cl. 41						
VALLU-DRIVER			HOLD	Registered	3461510203B	X 598429	16-Mar-199	A598429	11-Jan-1995	16-Mar-2010	MSW
Owner: Holden Corporation					Classes: Int. Cl. 16						

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Country List

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Country: AU Australia

Trademark	Client	Status	Case Number	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date	Attorney
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VALU-DRIVER	HOLD	Registered	3461510203C	598430	16-Mar-199	A598430	11-Oct-1994	16-Mar-2010	MSW
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Owner: Holden Corporation
Classes: 35

TRADEMARK

REEL: 002492 FRAME: 0559

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Country List

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Country: BR Brazil

Trademark	Client	Status	Case Number	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date	Attorney
ARCHITECTURAL ASSESSMENT		HOLD Unfiled	3461510025C						MSW
Owner: Holden Corporation			Classes: 42						
Design: Fox Head		HOLD Unfiled	3461510050E						MSW
Owner: Holden Corporation			Classes: 35						
FOXGUIDE		HOLD Unfiled	3461510041						MSW
Owner: Holden Corporation			Classes: 35						
HOLDEN		HOLD Unfiled	3461510084						MSW
Owner: Holden Corporation			Classes: 35						
POWER BASE		HOLD Unfiled	3461510149E						MSW
Owner: Holden Corporation			Classes: 35						
VALUGUIDE		HOLD Unfiled	3461510190						MSW
Owner: Holden Corporation			Classes: 35						

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Country List

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Country: CA Canada

Trademark	Client	Status	Case Number	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date	Attorney
ARCHITECTURAL ASSESSMENT		HOLD	Registered	3461510025D	696189	30-Dec-1991	420580	10-Dec-1993	10-Dec-2008 MSW
Owner: Holden Corporation									
Design: Fox Head		HOLD	Registered	3461510050F	696212	30-Dec-1991	415694	20-Aug-1993	20-Aug-2008 MSW
Owner: Holden Corporation									
FOXGUIDE		HOLD	Registered	3461510041	696186	30-Dec-1991	415708	06-Aug-1993	06-Aug-2008 MSW
Owner: Holden Corporation									
FOXGUIDE		HOLD	Copyright	3461510041			412549	12-Feb-1992	MSW
Owner: Holden Corporation (CY)									
FOXPOWER		HOLD	Registered	3461510076C	725339	24-Mar-199	450029	17-Nov-1995	17-Nov-2010 MSW
Owner: Holden Corporation									
HOLDEN CORP SAMPLE PRESEMINAR		HOLD	Copyright	3461510025			413299	10-Mar-1992	MSW
ARCHITECTURAL ASSESS									
Owner: Holden Corporation (CY)									
HOLDEN CORP SAMPLE PRESEMINAR		HOLD	Copyright	3461510025			412544	12-Feb-1992	MSW
ARCHITECTURAL ASSESS									
Owner: Holden Corporation (CY)									

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Country List

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Country: CA Canada

Trademark	Client	Status	Case Number	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date	Attorney
HOLDEN POWER BASE SELLING PROGRAM LEADER GUIDE		HOLD Copyright	3461510149			412550	12-Feb-1992		MSW
Owner: Holden Corporation (CY)									
MANAGER'S FOXGUIDE		HOLD Copyright	3461510041			412548	12-Feb-1992		MSW
Owner: Holden Corporation (CY)									
PARTNERSHIP GUIDE		HOLD Copyright	3461510122			412545	12-Feb-1992		MSW
Owner: Holden Corporation (CY)									
PARTNERSHIP GUIDE		HOLD Registered	3461510122D	696188	30-Dec-1991	431672	12-Aug-1994	12-Aug-2009	MSW
Owner: Holden Corporation									
PARTNERSHIP SELLING		HOLD Copyright	3461510122			412546	12-Feb-1992		MSW
Owner: Holden Corporation (CY)									
POWER BASE		HOLD Registered	3461510149F	696187	30-Dec-1991	419784	19-Nov-1993	19-Nov-2008	MSW
Owner: Holden Corporation									
POWER BASE MGT IMPLEMENTATION		HOLD Copyright	3461510149			412547	12-Feb-1992		MSW
Owner: Holden Corporation (CY)									
VALU-DRIVER		HOLD Registered	3461510203D	725313	24-Mar-199	427043	06-May-1994	06-May-2009	MSW
Owner: Holden Corporation									

TRADEMARK

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Country List

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Country: CA Canada

Trademark

Client

Status

Case
Number

Application
Number

Filing
Date
Registration
Number

Registration
Date
Renewal
Date
Attorney

VALUBASE

HOLD Registered

3461510173B

765110

30-Jun-1995 459140

07-Jun-1996 07-Jun-2011 MSW

Owner: Holden Corporation

VALUGUIDE

HOLD Registered

3461510190C

772012

29-Dec-1994 453952

09-Feb-1996 09-Feb-2011 MSW

Owner: Holden Corporation

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Country List

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Country: EU European Community

Trademark	Client	Status	Case Number	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date	Attorney
Design: Fox Head Owner: Holden Corporation	HOLD Registered	3461510050G	X	000338855	01-Apr-1996	000338855	04-Nov-1998	01-Apr-2006	MSW
Class: Int. Cl. 16, 35, 41									
FOXGUIDE Owner: Holden Corporation	HOLD Registered	3461510041G		330563	01-Apr-1996	330563	19-Jun-1998	01-Apr-2006	MSW
Class: 16, 35, 41									
POWER BASE Owner: Holden Corporation	HOLD Registered	3461510149G	X	320226	01-Apr-1997	320226	19-Jun-1998	01-Apr-2006	MSW
Class: Int. Cl. 16, 35, 41									
POWERBASE (Opp Against) Owner: Manpower Inc.	HOLD Opposition	3461510149G1	X	831511					MSW
SMARTSEL Owner: Holden Corporation	HOLD Abandoned	3461510254	X	735878	30-Jan-1998				MSW
Class: Int. Cl. 9									
VALUBASE Owner: Holden Corporation	HOLD Registered	3461510246	X	735910	30-Jan-1998	735910	26-Jan-2000	30-Jan-2008	MSW
Class: Int. Cl. 9, 16, 35, 41									
VALUGUIDE Owner: Holden Corporation	HOLD Registered	3461510190		124149	01-Apr-1996	124149	25-Jun-1998	01-Apr-2006	MSW
Class: 35, 41									

TRADEMARK

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Country List

Country: FR France

Client	Case Number	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date	Attorney
Trademark							
Design: Fox Head	HOLD Registered	346151005011	93/465264	22-Apr-1993	93/465264	22-Apr-1993	21-Apr-2003 MSW
Owner: Holden Corporation	Classes: 41						
FOXGUIDE	HOLD Registered	3461510041	93/465262	22-Apr-1993	93/465262	01-Oct-1993	22-Apr-2003 MSW
Owner: Holden Corporation	Classes: 35						
POWER BASE	HOLD Registered	3461510149H	93/465263	22-Apr-1993	93/465263	01-Oct-1993	22-Apr-2003 MSW
Owner: Holden Corporation	Classes: 16, 41						
VALU-DRIVER	HOLD Registered	3461510203B	93/465261	22-Apr-1993	93/465261	01-Oct-1993	22-Apr-2003 MSW
Owner: Holden Corporation	Classes: 16, 35						

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Country List

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Country:	DE	Germany	Client	Status	Case Number	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date	Attorney
Trademark											
Design: Fox Head			HOLD	Registered	34615100501	1169394/41	16-Mar-199	2053555	05-Jan-1994	16-Mar-2003	MSW
Owner: Holden Corporation					Classes: 41						
FOXGUIDE			HOLD	Registered	34615100411	1169393/35	16-Mar-199	2065264	19-May-1994	16-Mar-2003	MSW
Owner: Holden Corporation					Classes: 35						
POWER BASE			HOLD	Registered	34615101491	1169392/41	16-Mar-199	2067113	08-Jun-1994	16-Mar-2003	MSW
Owner: Holden Corporation					Classes: 16, 41						

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Country List

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Country:	US1 Illinois	Client	Status	Case Number	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date	Attorney
Trademark										
HOLDEN CORPORATION w/Fox Head		HOLD	Registered	3461510050U			57238	02-Oct-1985	02-Oct-2005	MSW
Owner: Holden Corporation				Classes: S-101						

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Country List

Country: IT Italy

Client	Status	Case Number	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date	Attorney
Trademark								
Design: Fox Head	HOLD Registered	3461510050J	RM92C0047	28-Dec-1992	645228	07-Mar-1995	28-Dec-2002	MSW
Owner: Holden Corporation		Classes: 41						
FOX GUIDE	HOLD Registered	3461510041J	RM92C0047	28-Dec-1992	645226	07-Mar-1995	28-Dec-2002	MSW
Owner: Holden Corporation		Classes: 16, 35						
FOXPOWER	HOLD Registered	3461510076D	X RM92C0047	28-Dec-1992	645225	07-Mar-1995	28-Dec-2002	MSW
Owner: Holden Corporation		Classes: Int. Cl. 9						
POWER BASB	HOLD Registered	3461510149J	RM92C0047	28-Dec-1992	645224	07-Mar-1995	28-Dec-2002	MSW
Owner: Holden Corporation		Classes: 16, 41						

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Country List

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Country:	JP	Japan										
Trademark	Client	Status	Case Number	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date	Attorney			
ARCHITECTURAL ASSESSMENT	HOLD	Pending	3461510025B	6522/1995	26-Jan-1995				MSW			
Owner: Holden Corporation			Classes: 42									
Fox Head Design	HOLD	Registered	3461510050L	6523/1995	26-Jan-1995	4167810	17-Jul-1998	17-Jul-2008	MSW			
Owner: Holden Corporation			Classes: 41									
FOXGUIDE	HOLD	Registered	3461510041K	6526/1995	26-Jan-1995	4167813	17-Jul-1998	17-Jul-2008	MSW			
Owner: Holden Corporation			Classes: 41									
HOLDEN	HOLD	Registered	3461510084D	6524/1995	26-Jan-1995	4167811	17-Jul-1998	17-Jul-2008	MSW			
Owner: Holden Corporation			Classes: 41									
POWER BASE	HOLD	Registered	3461510149K	6525/1995	26-Jan-1995	4167812	17-Jul-1998	17-Jul-2008	MSW			
Owner: Holden Corporation			Classes: 35									
POWER BASE	HOLD	Registered	3461510149K1	18298/1998	05-Mar-199	4168082	17-Jul-1998	17-Jul-2008	MSW			
Owner: Holden Corporation			Classes: 41									
VALUBASE	HOLD	Registered	3461510173C	132773/199	21-Dec-1995	4103215	16-Jan-1998	16-Jan-2008	MSW			
Owner: Holden Corporation			Classes: 16									
VALUBASE	HOLD	Registered	3461510173D	132774/199	21-Dec-1995	4167853	17-Jul-1998	17-Jul-2008	MSW			
Owner: Holden Corporation			Classes: 35									

TRADEMARK

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Country List

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Country:	JP	Japan	Client	Status	Case Number	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date	Attorney
Trademark											
VALUBASE			HOLD	Registered	3461510173D1	18299/1998	05-Mar-199	4168083	17-Jul-1998	17-Jul-2008	MSW
Owner: Holden Corporation					Classes: 41						
VALUGUIDE			HOLD	Registered	3461510190E	6521/1995	26-Jan-1995	4167809	17-Jul-1998	17-Jul-2008	MSW
Owner: Holden Corporation					Classes: 41						

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Country List

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Country: KR Korea, South

Trademark	Client	Status	Case Number	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date	Attorney
ARCHITECTURAL ASSESSMENT		HOLD Registered	3461510023F	95-647	20-Jan-1995	33368	19-Nov-1996	19-Nov-2006	MSW
Owner: Holden Corporation			Classes: 112						
Design: Fox Head		HOLD Registered	3461510050K	95-644	20-Jan-1995	33382	25-Oct-1996	25-Oct-2006	MSW
Owner: Holden Corporation			Classes: 112						
FOXGUIDE		HOLD Registered	3461510041	95-646	20-Jan-1995	33383	25-Oct-1996	25-Oct-2006	MSW
Owner: Holden Corporation			Classes: 112						
HOLDEN		HOLD Registered	3461510084	95-643	20-Jan-1995	33381	25-Oct-1996	25-Oct-2006	MSW
Owner: Holden Corporation			Classes: 112						
POWER BASE		HOLD Abandoned	3461510149L	95-645	20-Jan-1995				MSW
Owner: Holden Corporation			Classes: 112						
VALUGUIDE		HOLD Registered	3461510190F	95-458	17-Jan-1995	33380	25-Oct-1996	25-Oct-2006	MSW
Owner: Holden Corporation			Classes: 112						

TRADEMARK

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Country List

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Country:	NZ, New Zealand									
Trademark	Client	Status	Case Number	Application Number	Filing Date	Registration Number	Registration		Attorney	
							Date	Date		
Design: Fox Head	HOLD	Registered	3461510050M	X	222016	08-Oct-1992	222016	04-Oct-1996	08-Oct-2013	MSW
Owner: Holden Corporation	Classes: Int. Cl. 41									
FOXGUIDE	HOLD	Registered	3461510041M		221765	28-Sep-1992	221765	06-Dec-1996	28-Sep-2013	MSW
Owner: Holden Corporation	Classes: 16									
FOXGUIDE	HOLD	Expired	3461510041N		221766	28-Sep-1992	221766	07-Feb-1997		MSW
Owner: Holden Corporation	Classes: 35									
FOXPOWER	HOLD	Expired	3461510076E	X	221764	28-Sep-1992	221764	06-Dec-1996		MSW
Owner: Holden Corporation	Classes: 9									
POWER BASE	HOLD	Registered	3461510149M	X	221762	28-Sep-1992	221762	13-Jul-1995	28-Sep-2013	MSW
Owner: Holden Corporation	Classes: 16									
POWER BASE	HOLD	Registered	3461510149N	X	221763	28-Sep-1992	221763	13-Jul-1995	28-Sep-2013	MSW
Owner: Holden Corporation	Classes: 41									
VALU-DRIVER	HOLD	Registered	3461510203F	X	225641	17-Mar-199	225641	05-Jun-1996	17-Mar-2014	MSW
Owner: Holden Corporation	Classes: Int. Cl. 35									
VALU-DRIVER	HOLD	Registered	3461510203G	X	225640	17-Mar-199	225640	05-Jun-1996	17-Mar-2014	MSW
Owner: Holden Corporation	Classes: Int. Cl. 16									

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Country List

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Country: PT Portugal

Client	Status	Case Number	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date	Attorney
Design: Fox Head	HOLD Registered	3461510050N	X 290938	12-Apr-1993	290938	21-Jul-1994	21-Jul-2004	MSW
Owner: Holden Corporation		Classes: Int. Cl. 41						
FOXGUIDE	HOLD Pending	34615100410	X 290937	12-Apr-1993				MSW
Owner: Holden Corporation		Classes: 35						
POWER BASB	HOLD Registered	34615101490	290939	12-Apr-1993	290939	21-Jul-1994	21-Jul-2004	MSW
Owner: Holden Corporation		Classes: 16						
POWER BASE	HOLD Registered	3461510149P	X 290940	12-Apr-1993	290940	21-Jul-1994	21-Jul-2004	MSW
Owner: Holden Corporation		Classes: 41						
VALU-DRIVER	HOLD Registered	3461510203H	X 290935	12-Apr-1993	290935	21-Jul-1994	21-Jul-2004	MSW
Owner: Holden Corporation		Classes: Int. Cl. 16						
VALU-DRIVER	HOLD Registered	3461510203N	X 290936	12-Apr-1993	290936	21-Jul-1994	21-Jul-2004	MSW
Owner: Holden Corporation		Classes: Int. Cl. 35						

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Country List

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Country: ES Spain

Trademark	Client	Status	Case Number	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date	Attorney
Design: Fox Head		Registered	34615100500	1736041	17-Dec-1992	1736041	03-Jun-1993	17-Dec-2002	MSW
Owner: Holden Corporation			Classes: 41						
FOX GUIDE		Registered	3461510041P	1730646	8-Nov-199	1730646	05-Jul-1995	18-Nov-2002	MSW
Owner: Holden Corporation			Classes: 16						
FOX GUIDE		Expired	3461510041Q	1730647	8-Nov-199	1730647			MSW
Owner: Holden Corporation			Classes: 35						
FOXPOWER		Expired	3461510076P	1730645	8-Nov-199	1730645			MSW
Owner: Holden Corporation			Classes: 9						
PARTNERSHIP GUIDE		Abandoned	3461510122	1764590	7-May-199				MSW
Owner: Holden Corporation			Classes: 16						
PARTNERSHIP GUIDE		Abandoned	3461510122	1764591	7-May-199				MSW
Owner: Holden Corporation			Classes: 41						
POWER BASB		Registered	3461510149Q	1730605	8-Nov-199	1730605	03-Jul-1995	18-Nov-2002	MSW
Owner: Holden Corporation			Classes: 16						
POWER BASB		Registered	3461510149R	1730606	8-Nov-199	1730606	04-Nov-1994	18-Nov-2002	MSW
Owner: Holden Corporation			Classes: 41						

TRADEMARK

REEL: 002492 FRAME: 0574

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Country:	ES	Spain	Client	Status	Case Number	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date	Attorney
Trademark											
VALU-DRIVER			HOLD	Expired	3461510203	1755014	06-Apr-1993	1755014			MSW
Owner: Holden Corporation					Classes: 16						
VALU-DRIVER			HOLD	Expired	3461510203	1754907	06-Apr-1993	1754907			MSW
Owner: Holden Corporation					Classes: 35						

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Country List

Country: SE Sweden

Client	Case	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date	Attorney
Trademark	Status	Number					
Design: Fox Head	HOLD Registered	3461510050P	93-02331	15-Mar-199	253908	10-Dec-1993	10-Dec-2003 MSW
Owner: Holden Corporation		Classes: 41					
FOXGUIDE	HOLD Registered	3461510041R	93-02329	15-Mar-199	266389	10-Nov-1995	10-Nov-2005 MSW
Owner: Holden Corporation		Classes: 35					
POWER BASE	HOLD Abandoned	3461510149S	93-02330	15-Mar-199			MSW
Owner: Holden Corporation		Classes: 16, 41					
VALU-DRIVER	HOLD Registered	3461510203K	93-02332	15-Mar-199	253909	10-Dec-1993	10-Dec-2003 MSW
Owner: Holden Corporation		Classes: 16, 35					

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Country: CH Switzerland

Client	Case	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date	Attorney
Trademark							
Design: Fox Head	HOLD Registered	3461510030Q	4161/1992.0	7-May-199	398067	28-Jan-1993	27-May-2012 MSW
Owner: Holden Corporation		Classes: 9, 16					
FOXGUIDE	HOLD Registered	3461510041S	4162/1992.1	7-May-199	398048	28-Jan-1993	27-May-2012 MSW
Owner: Holden Corporation		Classes: 9, 16					
FOXPOWER	HOLD Registered	3461510076G	4163/1992.3	7-May-199	398049	28-Jan-1993	27-May-2012 MSW
Owner: Holden Corporation		Classes: 9, 16					
POWER BASB	HOLD Registered	3461510149T	4164/1992.5	7-May-199	398050	14-Jan-1993	27-May-2012 MSW
Owner: Holden Corporation		Classes: 9, 16					

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Country: TW Taiwan

	Client	Status	Case Number	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date	Attorney
ARCHITECTURAL ASSESSMENT									
Owner: Holden Corporation									
Design: Fox Head									
Owner: Holden Corporation									
Design: Fox Head									
Owner: Holden Corporation									
FOXGUIDE									
Owner: Holden Corporation									
HOLDEN									
Owner: Holden Corporation									
POWER BASB									
Owner: Holden Corporation									
VALUGUIDE									
Owner: Holden Corporation									

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Country:	GB	United Kingdom	Client	Status	Case Number	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date	Attorney	
Trademark												
Design: Fox Head			HOLD	Registered	3461510050S	1500548	3-May-199	A1500548	11-Jun-1993	13-May-2009	MSW	
Owner: Holden Corporation					Classes: 41							
FOXGUIDE			HOLD	Abandoned	3461510041	1500527	3-May-199	1500527	28-May-1993	13-May-1999	MSW	
Owner: Holden Corporation					Classes: 35							
FOXPPOWER			HOLD	Abandoned	3461510076H	1500537	3-May-199	B1500537	13-May-1992	13-May-1999	MSW	
Owner: Holden Corporation					Classes: 9							
PARTNERSHIP GUIDE			HOLD	Unfiled	3461510122						MSW	
Owner: Holden Corporation					Classes: 41							
PARTNERSHIP GUIDE			HOLD	Unfiled	3461510122						MSW	
Owner: Holden Corporation					Classes: 16							
POWER BASE			HOLD	Registered	3461510149V	1500405	3-May-199	B1500405	29-Oct-1993	13-May-2009	MSW	
Owner: Holden Corporation					Classes: 41							
POWER BASIS			HOLD	Registered	3461510149X	1500404	3-May-199	B1500404	18-Nov-1993	13-May-2009	MSW	
Owner: Holden Corporation					Classes: 16							
VALU-DRIVER			HOLD	Renewed	3461510203L	X	1529942	17-Mar-199	A1529942	27-May-1994	17-Mar-2010	MSW
Owner: Holden Corporation					Classes: Int. Cl. 35							

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Country: GB United Kingdom

Trademark	Client	Status	Case Number	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date	Attorney
VALLU DRIVER	HOLD	Registered	3461510203M	X 1529941	17-Mar-199	A1529941	18-Mar-1994	17-Mar-2010	MSW
Owner: Holden Corporation			Classes: Int. Cl. 16						

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Country: US United States of America

Trademark	Client	Status	Case Number	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date	Attorney
ANNOTATED PARTNERSHIP GUIDE	HOLD	Copyright	3461510122			TX-3-507-46	10-Feb-1993		MSW
Owner: Holden Corporation (CY)									
ANYTIME/ANYWHERE COACHING	HOLD	Registered	3461510220	X	75/098803	6-May-199	2201775	03-Nov-1998	03-Nov-2008 MSW
Owner: Holden Corporation									
APPROACH TO MARKET ANALYSIS GUIDE	HOLD	Copyright	3461510033			TX-4-208-18	28-Feb-1996		MSW
Owner: Holden Corporation (CY)									
ARCHITECTURAL ASSESSMENT	HOLD	Registered	3461510025A		74/117557	3-Nov-199	1666205	26-Nov-1991	26-Nov-2001 MSW
Owner: Holden Corporation									
ARCHITECTURAL ASSESSMENT 3.0	HOLD	Copyright	3461510025CRI			TX-3-556-74	24-May-1993		MSW
Owner: Holden Corporation (CY)									
BEHAVIORAL ASSESSMENT TRAINING COURSE PREWORK	HOLD	Copyright	3461510033			TX-3-820-20	13-May-1994		MSW
Owner: Holden Corporation (CY)									
BEHAVIORAL ASSESSMENT TRAINING LEADER GUIDE	HOLD	Copyright	3461510033			TX-3-826-67	13-May-1994		MSW
Owner: Holden Corporation (CY)									
BEHAVIORAL ASSESSMENT TRAINING PARTICIPANT GUIDE	HOLD	Copyright	3461510033			TX-3-820-26	13-May-1994		MSW
Owner: Holden Corporation (CY)									

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Country: US United States of America

Trademark	Client	Status	Case Number	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date	Attorney	
COMPETITIVE COUNTER TACTICS		HOLD	Copyright	3461510033		TX-3-556-74	24-May-1993		MSW	
Owner: Holden Corporation (CY)										
Fox Head Design		HOLD	Cancelled	3461510050A	73/377138	29-Jul-1982	1250689	06-Sep-1983	MSW	
Owner: Holden Corporation										
Classes: 41										
Fox Head Design		HOLD	Registered	3461510050B	74/100843	27-Sep-1990	1674579	04-Feb-1992	04-Feb-2002	MSW
Owner: Holden Corporation										
Classes: 41										
FOXGUIDE		HOLD	Copyright	3461510041		TX-2-312-15	31-Mar-1988		MSW	
Owner: Holden Corporation (CY)										
FOXGUIDE		HOLD	Registered	3461510041	74/657554	28-Mar-199	1996609	27-Aug-1996	27-Aug-2006	MSW
Owner: Holden Corporation										
Classes: 16, 35, 41										
FOXGUIDE		HOLD	Registered	3461510041	73/727478	9-May-198	1551217	08-Aug-1989	08-Aug-2009	MSW
Owner: Holden Corporation										
Classes: 35										
FOXGUIDE (Revised)		HOLD	Copyright	3461510041		TX-3-496-47	08-Feb-1993		MSW	
Owner: Holden Corporation (CY)										
FOXMAP SYSTEMS		HOLD	Abandoned	3461510068	74/453489	28-Oct-1993			MSW	
Owner: Holden Corporation										
Classes: 35										

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Country:	US	United States of America											
Trademark	Client	Status	Case Number	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date	Attorney				
FOXPOWER	HOLD	Abandoned	3461510076A	74/242497	03-Feb-1992	1774095	01-Jun-1993		MSW				
Owner: Holden Corporation Classes: 9													
FOXPOWER PERSONAL (Beta Vers)	HOLD	Copyright	3461510076						MSW				
Owner: Holden Corporation (CY)													
GUIDELINES FOR DELIVERING VALU-DRIVER WHITE PAPER	HOLD	Copyright	3461510211						MSW				
Owner: Holden Corporation (CY)													
GUIDELINES FOR IMPLEMENTING THE VALU-DRIVER PROC.	HOLD	Copyright	3461510203						MSW				
Owner: Holden Corporation (CY)													
HOLDEN BUSINESS SALES CONSULTING	HOLD	Copyright	3461510033						MSW				
Owner: Holden Corporation (CY)													
HOLDEN COMPETITIVE SALES CONSULTING LEADER GUIDE	HOLD	Copyright	3461510033						MSW				
Owner: Holden Corporation (CY)													
HOLDEN CORP ARCH ASSMENT 1.0	HOLD	Copyright	3461510025						MSW				
Owner: Holden Corporation (CY)													

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Country: US United States of America

Trademark	Client	Status	Case Number	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date	Attorney
HOLDEN CORP ARCH ASSMENT 2.0			3461510025			TXU 418-39	08-May-1990		MSW
Owner: Holden Corporation (CY)									
HOLDEN CORP SAMPLE PRESEMINAR ARCHITECTURAL ASSESS			3461510025			TXU 422-97	08-May-1990		MSW
Owner: Holden Corporation (CY)									
HOLDEN CORP SAMPLE PRESEMINAR ARCHITECTURAL ASSESS			3461510025			TXU 422-97	08-May-1990		MSW
Owner: Holden Corporation (CY)									
HOLDEN INTEGRATED HR- SALES SYSTEM-MARITIME TELE-			3461510033			TXU 626-08	08-Mar-1994		MSW
Owner: Holden Corporation (CY)									
HOLDEN POLITICAL PLANNING PROCESS			3461510033			TX-3-541-09	08-Apr-1993		MSW
Owner: Holden Corporation (CY)									
HOLDEN POWER BASE SELLING PROGRAM LEADER GUIDE			3461510149			TX-2-513-33	09-Feb-1989		MSW
Owner: Holden Corporation (CY)									
HOLDEN SALES OPPORTUNITY ANALYSIS			3461510033			TX-3-546-24	28-Apr-1993		MSW
Owner: Holden Corporation (CY)									

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Country: US United States of America

Trademark	Client	Status	Case Number	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date	Attorney
HOLDEN VALU-DRIVER	HOLD	Copyright	3461510203			TX-3-496-48	08-Feb-1993		MSW
Owner: Holden Corporation (CY)									
HOLDEN VALU-DRIVER REPORT	HOLD	Copyright	3461510203			TX-3-556-74	24-May-1993		MSW
Owner: Holden Corporation (CY)									
HOLDEN VALU-DRIVER WHITE PAPER	HOLD	Copyright	3461510211			TX-3-531-23	08-Apr-1993		MSW
Owner: Holden Corporation (CY)									
INTEGRATION PLUS	HOLD	Unfiled	3461510106						MSW
Owner: Holden Corporation									
MANAGER'S FOXGUIDE	HOLD	Copyright	3461510041			TXU 475-92	05-Oct-1990		MSW
Owner: Holden Corporation (CY)									
MODULE III:COMPETTIVE OPPORTUNITY	HOLD	Copyright	3461510033						MSW
Owner: Holden Corporation (CY)									
PARTNERSHIP GUIDE	HOLD	Abandoned	3461510122	74/198166	6-Aug-199				MSW
Owner: Holden Corporation									
Classes: 16, 41									
PARTNERSHIP GUIDE	HOLD	Copyright	3461510122			TXU 479-98	12-Aug-1991		MSW
Owner: Holden Corporation (CY)									

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Country: US United States of America

Trademark	Client	Status	Case Number	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date	Attorney	
PARTNERSHIP GUIDE (Revised)		HOLD	Copyright	3461510122		TXU 564-57	04-Nov-1991		MSW	
Owner: Holden Corporation (CY)										
PARTNERSHIP SELLING		HOLD	Copyright	3461510122		TX-3-195-34	05-Nov-1991		MSW	
Owner: Holden Corporation (CY)										
PARTNERSHIP SELLING (Revised)		HOLD	Copyright	3461510122		TX-3-479-97	08-Feb-1993		MSW	
Owner: Holden Corporation (CY)										
PERFORMANCE MANAGEMENT TRAINING		HOLD	Copyright	3461510033		TX-3-820-20	13-May-1994		MSW	
Owner: Holden Corporation (CY)										
PARTICIPANT GUIDE		HOLD	Copyright	3461510130		TX-3-496-48	08-Feb-1993		MSW	
Owner: Holden Corporation (CY)										
PERSONAL CURRENCY TABULATOR		HOLD	Registered	3461510130	74/301213	3-Aug-199	1834601	03-May-1994	03-May-2004	MSW
Owner: Holden Corporation										
PERSONAL CURRENCY TABULATOR		HOLD	Registered	3461510149A	X 74/116200	9-Nov-199	1734724	24-Nov-1992	24-Nov-2002	MSW
Owner: Holden Corporation										
POWER BASE (Version 1)		HOLD	Copyright	3461510149CRI		TX-965-125	22-Apr-1982		MSW	
Owner: Holden Corporation (CY)										

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Country:	US	United States of America							
Trademark	Client	Status	Case Number	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date	Attorney
POWER BASE (Version 2)		HOLD	Copyright	3461510149		TX-1-294-27	12-Jan-1984		MSW
Owner: Holden Corporation (CY)									
POWER BASE		HOLD	Copyright	3461510149		TXU-430-80	21-Dec-1990		MSW
MANAGEMENT IMPLEMENTATION									
Owner: Holden Corporation (CY)									
POWER BASB		HOLD	Copyright	3461510149		TX-5-589-66	27-May-1993		MSW
MANAGEMENT SYSTEM (PRGM SUPP)									
Owner: Holden Corporation (CY)									
POWER BASE		HOLD	Copyright	3461510149		TX-4-280-86	30-Apr-1996		MSW
MANAGEMENT SYSTEM PART. GUIDE									
Owner: Holden Corporation (CY)									
POWER BASE SELLING (Rev. Ed.)		HOLD	Copyright	3461510149		TX-3-356-62	26-May-1992		MSW
Owner: Holden Corporation (CY)									
POWER BASE SELLING (Rev. Ed.)		HOLD	Copyright	3461510149		TX-3-531-23	08-Apr-1993		MSW
Owner: Holden Corporation (CY)									
POWER BASE SELLING		HOLD	Copyright	3461510149		TXU-655-46	12-Dec-1994		MSW
LEADER GUID									
Owner: Holden Corporation (CY)									

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Country:	US	United States of America							
Trademark	Client	Status	Case Number	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date	Attorney
POWER BASE SELLING LEADER GUIDE '93 DRAFT		HOLD	Copyright 3461510149						
Owner: Holden Corporation (CY)									MSW
POWER BASE SELLING PARTNERSHIP GUIDE		HOLD	Copyright 3461510149						
Owner: Holden Corporation (CY)									MSW
PTNERSHP SELLING: PARTNERSHIP ANALYSIS SUMMARY		HOLD	Copyright 3461510122						
Owner: Holden Corporation (CY)									MSW
POTENTIAL COMPOSITE REPORT		HOLD	Copyright 3461510122						
Owner: Holden Corporation (CY)									MSW
RECRUITING & SELECTION FACILITATOR TRAINING COURSE		HOLD	Copyright 3461510033						
Owner: Holden Corporation (CY)									MSW
RECRUITING & SELECTION FACILITATOR TRAINING COURSE		HOLD	Copyright 3461510033						
Owner: Holden Corporation (CY)									MSW
RELATIONSHIP IMPROVEMENTS SYS.		HOLD	Copyright 3461510033						
Owner: Holden Corporation (CY)									MSW

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Country: US United States of America

Trademark	Client	Status	Case Number	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date	Attorney
RELATIONSHIP IMPROVEMENTS SYSTEM PARTICIPANT GUIDE	HOLD	Copyright	3461510033			TX-4-249-18	08-Apr-1996		MSW
Owner: Holden Corporation (CY)									
ROLM ACCOUNT PLANNING GUIDE	HOLD	Copyright	3461510033			TX-2-036-80	23-Mar-1987		MSW
Owner: Holden Corporation (CY)									
SALES OPPORTUNITY ANALYSIS	HOLD	Copyright	3461510033			TX-3-612-52	01-Jul-1993		MSW
Owner: Holden Corporation (CY)									
SMARTACT	HOLD	Abandoned	3461510157	X	75/090687	18-Apr-1996			MSW
Owner: Holden Corporation									
Classes: Int. Cl. 9									
SMARTSEL	HOLD	Registered	3461510165A1		75/090686	18-Apr-1996	2141416	03-Mar-1998 03-Mar-2008	MSW
Owner: Holden Corporation									
Classes: Int. Cl. 9									
STLAN	HOLD	Proposed	3461510270						MSW
Owner: Holden Corporation									
STRATEGIC HUMAN RESOURCE PARTNERING PARTICIPANT	HOLD	Copyright	3461510033			TX-3-996-19	28-Feb-1995		MSW
Owner: Holden Corporation (CY)									

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Country: US United States of America		Client	Status	Case Number	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date	Attorney
Trademark										
STRATEGIC HUMAN RESOURCE PARTNERING PRECOURSE				3461510033			TX-3-996-19	28-Feb-1995		MSW
Owner: Holden Corporation (CY)										MSW
STRATEGIC VALUE MANAGEMENT IMPLEMENTATION GUIDE				3461510033						MSW
Owner: Holden Corporation (CY)										MSW
STRATEGIC VALUE MANAGEMENT PARTICIPANT DRIVES				3461510033						MSW
Owner: Holden Corporation (CY)										MSW
STRATEGIC VALUE SELLING PARTICIPANT WORKBOOK				3461510033						MSW
Owner: Holden Corporation (CY)										MSW
SUPPORT GROUP TEAM MEMBER CURRENCY TABULATOR				3461510130			TX-3-483-73	10-Feb-1993		MSW
Owner: Holden Corporation (CY)										MSW
TACTICAL PLANNER				3461510033						MSW
Owner: Holden Corporation (CY)										MSW
TERRITORIAL SALES PLAN				3461510033						MSW
Owner: Holden Corporation (CY)										MSW

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Country:	US	United States of America	Client	Status	Case Number	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date	Agency
Trademark											
TERRITORIAL SELLING			HOLD	Copyright	3461510033						
Owner:	Holden Corporation (CY)							TX-3-567-99	24-May-1993		MSW
THE TERRITORIAL			HOLD	Copyright	3461510033						MSW
VALUBASE SELLING											
APPROACH											
Owner:	Holden Corporation (CY)										
VALU-DRIVER			HOLD	Registered	3461510203A	74/288592	23-Jun-1992	1830744	12-Apr-1994	12-Apr-2004	MSW
Owner:	Holden Corporation										
VALU-DRIVER WHITE			HOLD	Copyright	3461510211CR3						MSW
PAPER											
Owner:	Holden Corporation (CY)										
VALUBASB			HOLD	Abandoned	3461510173A	74/709758	1-Aug-199				MSW
Owner:	Holden Corporation										
VALUBASE MANAGEMENT			HOLD	Copyright	3461510173						
PARTICIPANT GUIDE											
Owner:	Holden Corporation (CY)										
VALUBASE MARKETING			HOLD	Copyright	3461510181						
Owner:	Holden Corporation (CY)										
ValuBase Marketing Alignment			HOLD	Registered	3461510181	X	75/188432	28-Oct-1996	2254007	15-Jun-1999	15-Jun-2009
(Stylized)											
Owner:	Holden Corporation										

Classes: Int. Cl. 35 & 41

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Country:	US	United States of America							
Trademark	Client	Status	Case Number	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date	Attorney
VALUBASE MARKETING PARTICIPANT GUIDE		HOLD	Copyright	3461510181		TX-4-249-18	08-Apr-1996		MSW
Owner: Holden Corporation (CY)									
VALUBASE MARKETING PROCESS INSTALLATION GUIDE		HOLD	Copyright	3461510181		TX-4-280-86	30-Apr-1996		MSW
Owner: Holden Corporation (CY)									
VALUBASE SELLING		HOLD	Copyright	3461510173		TX-4-094-75	26-Jul-1996		MSW
Owner: Holden Corporation (CY)									
VALUBASE SELLING PARTICIPANT GUIDE		HOLD	Copyright	3461510173		TX-4-132-08	11-Dec-1995		MSW
Owner: Holden Corporation (CY)									
VALUBASE SERVICE PARTICIPANT GUIDE		HOLD	Copyright	3461510173		TX-4-170-50	11-Dec-1995		MSW
Owner: Holden Corporation (CY)									
VALUE IDENTIFICATION WORKSHOP		HOLD	Proposed	3461510262					MSW
Owner: Holden Corporation									
VANGUARD		HOLD	Copyright	3461510033		TX-920-780	10-Jul-1982		MSW
Owner: Holden Corporation (CY)									

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Country: VE Venezuela

Trademark	Client	Status	Case Number	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date	Attorney
ARCHITECTURAL ASSESSMENT		HOLD Abandoned	3461510025H	933-95	30-Jan-1995				MSW
Owner: Holden Corporation			Classes: 42						MSW
Design: Fox Head		HOLD Unfiled	3461510050						MSW
Owner: Holden Corporation			Classes: 35						
FOXGUIDE		HOLD Unfiled	3461510041						MSW
Owner: Holden Corporation			Classes: 35						
HOLDEN		HOLD Unfiled	3461510084						MSW
Owner: Holden Corporation			Classes: 35						
POWER BASE		HOLD Unfiled	3461510149W						MSW
Owner: Holden Corporation			Classes: 35						
VALUGUIDE		HOLD Allowed	3461510190H	000932	30-Jan-1995				MSW
Owner: Holden Corporation			Classes: 35						

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RECORDED: 04/15/2002