

10-31-2002

MRD 10/31/02



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Form PTO-1594

TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE

(Rev 03/01)

U.S. Patent and Trademark Office

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

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

1. Name of conveying party(ies):

Ceyoniq, Inc.
13900 Lincoln Park Drive, Suite 300
Herndon, VA 20171-3254
U.S.A.

- Individual(s)
Association
General Partnership
Limited Partnership
Corporation-Delaware
Other

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

2. Name and address of receiving party(ies):

Name: H.T. Ardinger & Son, Inc.
Internal Address
Address: 1990 Lakepoint Drive
Lewisville, TX 75057

- Individual(s) citizenship
Association
General Partnership
Limited Partnership
Corporation- Texas
Other
Association

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

3. Nature of conveyance:

- Assignment
Merger
Security Agreement
Change of Name
Other

Execution Date: July 1, 2002 (effective date)

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

A. Trademark Application No.(s) See attached list

B. Trademark Registration No.(s) See attached list

Additional numbers attached? Yes No

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

Name: Kay Lyn Schwartz / Gardere Wynne Sewell LLP
Internal Address: 1601 Elm Street, Suite 3000
Dallas, Texas 75201
Street Address: 1601 Elm Street, Suite 3000
Dallas, Texas 75201

6. Total number of applications and registrations patents involved: 15

7. Total fee (37 CFR 3.41)

- Enclosed
Authorized to be charged to deposit account.

8. Deposit account number:

07-0153

(Attach duplicate copy of this page if paying by deposit account)

10/31/2002 TIAZI 00000184 2082756

01 FC:8521 40.00 OP
02 FC:8522 350.00 OP
03 FC:8524 120.00 OP

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.

Kay Lyn Schwartz
Name of Person Signing

Kay Lyn Schwartz
Signature

October 31, 2002
Date

Total number of pages including cover sheet, attachments, and document: 1

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

TRADEMARK
REEL: 2569 FRAME: 0710

Mark	Serial No.	Registration No.
NETWORK IMAGING CORPORATION THE INFORMATION ACCESS COMPANY & design		2,082,756
Fan Design		2,327,325
AUTOTREEV		2,330,275
CEYONIQ	76/336,326	
CHECK VIEW	76/055,824	
DATATREEV		2,327,324
DOCUTREEV		2,327,323
ETREEV		2,458,329
ITREEV	75/741,115	
OMNITREEV		2,327,326
OPTICAL ADVANTAGE		1,743,577
OPTICAL ADVANTAGE		1,742,920
TREEV		1,522,495
TREEV 2000		2,343,210
TREEV FRAMEWORK		2,397,204

TRADEMARK COLLATERAL SECURITY AGREEMENT

THIS TRADEMARK COLLATERAL SECURITY AGREEMENT (the "Security Agreement") is made as of July 1, 2002, by and between CEYONIQ, INC. (the "Debtor") and H.T. ARDINGER & SON CO., INC. ("Secured Party").

BACKGROUND

Secured Party has entered into that certain Loan and Security Agreement with Debtor, dated as of the date hereof (as amended, modified, or restated from time to time, the "Agreement"), which provides for certain credit accommodations from Secured Party to Debtor. In order to induce Secured Party to provide the credit accommodations set forth in the Agreement, Debtor agreed to execute and deliver to Secured Party, this Trademark Collateral Security Agreement ("Security Agreement"). This Security Agreement, covering Trademarks (as hereinafter defined), is being executed in connection with the Agreement under which Secured Party is granted a lien on and security interest in the Trademarks, whereby Secured Party shall have the right to foreclose simultaneously, subject to grace periods set forth therein, on the Trademarks in the event of the occurrence and continuance of an Event of Default under the Agreement.

NOW, THEREFORE, in consideration of the premises, Debtor and Secured Party hereby agree as follows:

1. **Defined Terms.** Unless otherwise defined herein, terms defined in the Agreement shall have their defined meanings when used herein and the following terms shall have the following meanings, unless the context otherwise requires:

"Code" shall mean the Texas Business and Commerce Code, as the same may from time to time be in effect in the State of Texas.

"Collateral" shall have the meaning assigned to it in Section 2 of this Security Agreement.

"Licenses" shall mean the trademark license agreements of Debtor designated on Schedule B hereto, as any of the same may from time to time be amended or supplemented.

"Proceeds" shall have the meaning assigned to it under Section 9-306 of the Code, and in any event, shall include, but not be limited to, (i) any and all proceeds of any insurance, indemnity, warranty or guarantee payable to Debtor from time to time with respect to any of the Collateral, (ii) any and all payments (in any form whatsoever) made or due and payable to Debtor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Collateral by any governmental body, authority, bureau or agency (or any person acting under color of governmental authority), and (iii) any and all other amounts from time to time paid or payable under or in connection with any of the Collateral.

"Security Agreement" shall mean this Trademark Collateral Security Agreement, as the same may from time to time be amended or supplemented.

"Trademarks" shall mean the U.S. registered trademarks and pending applications referenced to in the attached Schedule A, and those trademarks which are hereafter adopted or acquired by Debtor, and all right, title and interest therein and thereto, and all registrations, applications, and recordings thereof, including, without limitation, applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, all whether now owned or hereafter acquired by Debtor.

2. **Grant of Security Interest.** As collateral security for the prompt payment of the Indebtedness (as defined in the Agreement), Debtor hereby grants and conveys to Secured Party a security interest (the "Security Interest") in and to the following property: (a) the entire right, title and interest of Debtor in and to the Trademarks, including the registrations and applications appurtenant thereto, listed in Schedule A hereto (as the same may be amended pursuant hereto from time to time), and in and to any and all trademarks, and registrations and applications appurtenant thereto, hereafter acquired or filed by Debtor, including without limitation all renewals thereof, all proceeds of infringement suits, the rights to sue for past, present and future infringements and all rights corresponding thereto in the United States and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof and the goodwill of the business to which each of the Trademarks relates and (b) all of Debtor's right, title and interest in, to and under the following:

(i) all Licenses;

(ii) all accounts, contract rights and general intangibles arising under or relating to each and every License (including, without limitation, (A) all moneys due and to become due under any License, (B) any damages arising out of or for breach or default in respect of any such License, (C) all other amounts from time to time paid or payable under or in connection with any such License, and (D) the right of Debtor to terminate any such License or to perform and to exercise all remedies thereunder); and

(iii) to the extent not otherwise included, all Proceeds and products of any or all of the foregoing. All of the property referred to in this paragraph 2 is hereinafter collectively called the "Collateral."

3. **Representations and Warranties.** Debtor covenants and warrants that as of the date of this Security Agreement:

(a) The Trademarks are subsisting and have not been adjudged invalid or unenforceable;

(b) Debtor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks, free and clear of any liens, charges and encumbrances, (including without limitation pledges, assignments, licenses, registered user agreements and covenants by Debtor not to sue third persons expressly relating to such Trademarks), except for the Licenses referred to in Schedule B attached hereto, if any;

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(c) Debtor has the corporate power and authority to enter into this Security Agreement and perform its terms;

(d) To the extent necessary to prevent the abandonment, invalidation, unenforceability, avoidance or substantial diminution of value, Debtor has used, and will continue to use for the duration of this Security Agreement, proper statutory notice, where appropriate, in connection with its use of the Trademarks; and

(e) To the extent necessary to prevent the abandonment, invalidation, unenforceability, avoidance or substantial diminution of value, Debtor has used, and will continue to use for the duration of this Security Agreement, consistent standards of quality in its manufacture of products sold under the Trademarks.

4. **Covenants.** Debtor covenants and agrees with Secured Party that from and after the date of this Security Agreement and until the Indebtedness are fully satisfied:

(a) **Maintenance of Trademarks.** Debtor will not do any act, or omit to do any act, that causes the Trademarks or any registration or application appurtenant thereto, to become abandoned, invalidated, unenforceable, avoided, avoidable, or otherwise substantially diminish in value. Debtor shall take reasonable action at its expense to halt the infringement of the Trademarks and shall properly exercise its duty to control the nature and quality of the goods offered by any licensees in connection with the Licenses set forth in *Schedule B* to the extent necessary to prevent the abandonment, invalidation, unenforceability or avoidance of such licenses.

(b) **Indemnification.** Debtor assumes all responsibility and liability arising from its use of the Trademarks, and Debtor hereby indemnifies and holds Secured Party harmless from and against any claim, suit, loss, damage or expense (including reasonable attorneys' fees) arising out of Debtor's operations of its business from the use of the Trademarks except a claim, suit, loss, damage or expense from Secured Party's gross negligence or willful misconduct. In any suit, proceeding or action brought by Secured Party under any License for any sum owing thereunder, or to enforce any provisions of such License, Debtor will indemnify and keep Secured Party harmless from and against all expense, loss or damage suffered by reason of any defense, set off, counterclaim, recoupment or reduction or liability whatsoever of the obligee thereunder arising out of a breach of Debtor of any obligation thereunder or arising out of any other agreement, indebtedness or liability at any time owing to or in favor of such obligee or its successors from Debtor, and all such Indebtedness of Debtor shall be and remain enforceable against and only against Debtor and shall not be enforceable against Secured Party unless attributable to the Secured Party's gross negligence or willful misconduct.

(c) **Limitation of Liens on Collateral.** Debtor will not create, permit or suffer to exist any lien, security interest, encumbrance, claim or right, in or to the Collateral, and to any of Debtor's rights under the Licenses and to the Proceeds thereof, other than Permitted Liens.

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(d) **Limitations on Modifications of Licenses.** To the extent necessary to prevent the abandonment, invalidation, unenforceability or avoidance of any License, Debtor will not (i) amend, modify, terminate (other than in accordance with its terms) or waive any provision of any License in any manner, (ii) fail to exercise promptly and diligently each and every material right which it may have under each License (other than any right of termination).

(e) **Limitation on Further Uses of Trademarks.** Debtor will not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, grant an exclusive license, or otherwise dispose of any of the Collateral, without written consent of Secured Party.

5. **Secured Party's Appointment as Attorney-in-Fact.**

(a) Debtor hereby irrevocably constitutes and appoints Secured Party and any officer or Secured Party thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of Debtor and in the name of Debtor or in its own name, from time to time in Secured Party's discretion, for the purposes of carrying out the terms of this Security Agreement, upon the occurrence and during the continuation of an Event of Default, to take any and all appropriate action and to execute any and all documents and instruments which may be necessary or desirable to accomplish the purposes of this Security Agreement and, without limiting the generality of the foregoing, hereby gives Secured Party the power and right, on behalf of Debtor, to do the following:

(i) Upon the occurrence and during the continuance of an Event of Default, to ask, demand, collect, receive and give acquittances and receipts for any and all moneys due and to become due under any License and, in the name of Debtor or its own name or otherwise, to take possession of and endorse and collect any checks, drafts, notes, acceptances or other instruments for the payment of moneys due under any License and to file any claim or to take any other action or proceeding in any court of law or equity or otherwise deemed appropriate by Secured Party for the purpose of collecting any and all such moneys due under any License whenever payable;

(ii) Upon the occurrence and during the continuance of an Event of Default, to pay or discharge taxes, liens, security interests or other encumbrances levied or placed on or threatened against the Collateral,

(iii) Upon the occurrence and during the continuance of an Event of Default, (A) to direct any party liable for any payment under any of the Licenses to make payment of any and all moneys due and to become due thereunder directly to Secured Party or as Secured Party shall direct; (B) to receive payment of and receipt for any and all moneys, claims and other amounts due and to become due at any time in respect of or arising out of any Collateral; (C) to commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect the Collateral or any part thereof and to enforce any other right in respect of any Collateral; (D) to defend any suit, action or proceeding brought against Debtor with respect to any Collateral; (E) to settle, compromise, or adjust any suit, action or proceeding described above and, in connection therewith, to give such discharges or releases as Secured Party may reasonably deem appropriate; and (F) generally to sell, transfer, pledge,

Draw

make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though Secured Party were the absolute owner thereof for all purposes, and to do, at Secured Party's option all acts and things which Secured Party reasonably deems necessary to protect, preserve or realize upon the Collateral and Secured Party's security interest therein, in order to effect the intent of this Security Agreement, all as fully and effectively as Debtor might do.

This power of attorney is a power coupled with an interest and shall be irrevocable. Notwithstanding the foregoing, Debtor further agrees to execute any additional documents which Secured Party may require in order to confirm this power of attorney, or which Secured Party may deem necessary to enforce any of its rights contained in this Security Agreement.

(b) The powers conferred on Secured Party hereunder are solely to protect its interests in the Collateral and shall not impose any duty upon it to exercise any such powers. Secured Party shall be accountable only for amounts that it actually receives as a result of the exercise of such powers and neither it nor any of its officers, directors, employees or Secured Partys shall be responsible to Debtor for any act or failure to act, except for its own gross negligence or willful misconduct.

(c) Debtor also authorizes Secured Party to execute, in connection with the sale provided for in paragraph 8(b) of this Security Agreement, any endorsements, assignments or other instruments of conveyance or transfer with respect to the Collateral.

6. **Execution of Power of Attorney.** Concurrently with the execution and delivery hereof, Debtor is executing and delivering to Secured Party, in the form of Schedule C hereto, five (5) originals of a Power of Attorney for the implementation of the assignment, sale or other disposal of the Trademarks pursuant to paragraph 5 hereof.

7. **Performance by Secured Party of Debtor's Indebtedness.** If Debtor fails to perform or comply with any of its agreements contained herein and Secured Party, as provided for by the terms of this Security Agreement, shall itself perform or comply, or otherwise cause performance or compliance, with such agreement, the reasonable expenses of Secured Party incurred in connection with such performance or compliance shall be payable by Debtor to Secured Party on demand and shall constitute Indebtedness secured hereby.

8. **Remedies and Rights Generally.**

(a) All payments received by Debtor under or in connection with any of the Collateral shall be held by Debtor in trust for Secured Party, shall be segregated from other funds of Debtor and shall forthwith upon receipt by Debtor, be turned over to Secured Party, in the same form as received by Debtor (duly endorsed by Debtor to Secured Party, if required); and

(b) Any and all payments received by Secured Party (whether from Debtor or otherwise) may, in the sole discretion of Secured Party, be held by Secured Party as collateral security for, and/or then or at any time thereafter applied in whole or in part by Secured Party against all or any part of the Indebtedness as provided in the Agreement. Any balance of such

payments held by Secured Party and remaining after payment in full of all the Indebtedness shall be paid over to Debtor or to whomsoever may be lawfully entitled to receive the same.

(c) If any Event of Default shall occur and be continuing, Secured Party may exercise in addition to all other rights and remedies granted to it in this Security Agreement and in any other instrument or agreement securing, evidencing or relating to the Indebtedness, all rights and remedies of a secured party under the Code, including, without limitation, sale of the Collateral. Debtor shall remain liable for any deficiency if the proceeds of any sale or disposition of the Collateral are insufficient to pay all amounts to which Secured Party is entitled. Debtor shall also be liable for the reasonable fees of any attorneys employed by Secured Party to collect any such deficiency and also as to any reasonable attorney's fees incurred by Secured Party with respect to the collection of any of the Indebtedness and the enforcement of any of Secured Party's respective rights hereunder.

9. **Termination**. Upon payment in full of all Indebtedness and the termination of all commitments to lend, the Security Interests shall terminate and all rights to the Collateral shall revert to Debtor. Upon such termination of the Security Interests or release of any Collateral, Secured Party will, at the expense of Debtor, execute and deliver to Debtor such documents as Debtor shall reasonably request to evidence the termination of the Security Interests or the release of such Collateral, as the case may be.

10. **Notices**. Any notice to Secured Party shall be deemed to have been duly given when given under the Agreement.

11. **No Waiver**. No course of dealing between Debtor and Secured Party, nor any failure to exercise, nor any delay in exercising, on the part of Secured Party, any right, power or privilege hereunder or under the Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

12. **Cumulative Remedies**. All of Secured Party's rights and remedies with respect to the Collateral, whether established hereby or by the Agreement, or by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently.

13. **Severability**. The provisions of this Security Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Security Agreement in any jurisdiction.

14. **No Modification Except in Writing**. This Security Agreement is subject to modification only by a writing signed by the parties.

15. **Successors and Assigns**. The benefits and burdens of this Security Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties in accordance with the Agreement.

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16. **Governing Law.** The validity and interpretation of this Security Agreement and the rights and Indebtedness of the parties shall be governed by the laws of the State of Texas.

NOTICE OF FINAL AGREEMENT

THIS SECURITY AGREEMENT AND THE OTHER LOAN DOCUMENTS REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES, AND THE SAME MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS BETWEEN THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

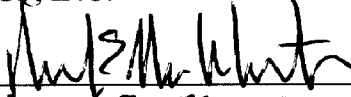
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IN WITNESS WHEREOF, the parties hereto have executed this Security Agreement as of the day and year first above written.

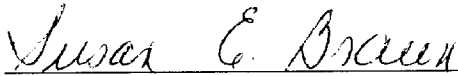
Debtor:

CEYONIQ, INC.

By: 
Name: DAVID E. MACWHORTER
Title: PRESIDENT AND CEO

STATE OF VIRGINIA §
COUNTY OF FAIRFAX §

Before me, the undersigned, on this 22 day of October, 2002 personally appeared David MacWhorter, to me known personally, and who being by me duly sworn, deposes and says that he is the President & CEO of Ceyoniq, Inc., and that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledged said instrument to be the free act and deed of said corporation.




Notary Public
My Commission Expires: 4-30-05

SCHEDULE A
TRADEMARKS AND TRADEMARK APPLICATIONS

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CEYONIQ INC.
 Trademark Status Chart

UNITED STATES

MARK COUNTRY	APPLICATION/ REGISTRATION NO.	GOODS/SERVICES	CURRENT STATUS	NEXT ACTION DUE
 NETWORK IMAGING CORPORATION THE INFORMATION ACCESS COMPANY & Design United States	Registration No. 2,082,756	Class 9: computer software in the field of comprehensive multimedia content management systems, computer hardware and peripherals, and scanners Class 16: Publications in the field of computers and comprehensive multimedia content management, namely, printed documentation related to computer software, instructional manuals, books and pamphlets Class 42: Consulting in the field of comprehensive multimedia content management; custom-design of computer software services in the field of comprehensive document management	Filed 12/12/94; Registered 7/29/97	Declaration of Use due 7/29/03; Renewal due 7/29/07
 Fan Design United States	Registration No. 2,327,325	Class 9: Computer programs and user manuals sold as a unit in the field of document, report and workflow management, business process control and management, and storage and retrieval of documents and multimedia data	Filed 5/20/98; Registered 3/7/00	Declaration of Use due 3/7/06; Renewal due 3/7/10

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ATTORNEY-CLIENT COMMUNICATION

ATTORNEY WORK PRODUCT

CEYONIQ INC.
Trademark Status Chart

MARK COUNTRY	APPLICATION/REGISTRATION NO.	GOODS/SERVICES	CURRENT STATUS	NEXT ACTION DUE
APPBROKER.COM United States	Application No. 75/741,114	Class 42: Providing technical information in the field of downloadable software application via a global computer information network	Filed 7/1/99 (on the basis of intended use); Notice of Allowance mailed 4/3/01	ABANDONED (per client's 10/1/01 instructions)
APPSBROKER.COM United States	Application No. 75/742,127	Class 42: Providing technical information in the field of downloadable software application via a global computer information network	Filed 7/1/99 (on the basis of intended use); Notice of Allowance mailed 4/3/01	ABANDONED (per client's 10/1/01 instructions)
AUTOTREEV United States	Registration No. 2,330,275	Class 9: Computer software and printed instructional manuals sold as a unit in the field of workflow management and business process control	Filed 5/20/98; Registered 3/14/00	Declaration of Use due 3/14/06; Renewal due 3/14/10

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CEYONIQ INC.
Trademark Status Chart

MARK COUNTRY	APPLICATION/ REGISTRATION NO.	GOODS/SERVICES	CURRENT STATUS	NEXT ACTION DUE
CEYONIQ United States	Application No. 76/336,326	Class 9: Computer software programs and user manuals sold as a unit in the fields of document, report and workflow management and business process control and management; storage and retrieval of documents and multimedia data; and comprehensive multimedia content management systems Class 37: Computer services, namely maintenance and repair of computer optical disk drives Class 42: Providing technical information in the field of downloadable software applications via a global computer information network; consulting in the field of comprehensive multimedia content management; custom-design of computer software services in the field of comprehensive document management; and computer software update services	Filed 11/13/01 (on the basis of intended use); Published for opposition 5/21/02	Check status of application 11/21/02
CHECKVIEW United States	Application No. 76/055,824	Class 9: Computer software and user manuals sold as a unit for use by financial institutions	Filed 5/24/00 (claiming a first use date of 3/00); Office Action mailed 12/11/01	ABANDONED (per client's 5/2/02 instructions)
DATATREEV United States	Registration No. 2,327,324	Class 9: Computer software and printed instructional manuals sold as a unit in the field of report storage management and retrieval	Filed 5/20/98; Registered 3/7/00	Declaration of Use due 3/7/06; Renewal due 3/7/10

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CEYONIQ INC.
Trademark Status Chart

MARK COUNTRY	APPLICATION/REGISTRATION NO.	GOODS/SERVICES	CURRENT STATUS	NEXT ACTION DUE
DOCU TREEV United States	Registration No. 2,327,323	Class 9: Computer software and printed instruction manuals sold as a unit in the field of computer output and document management	Filed 5/20/98; Registered 3/7/00	Declaration of Use due 3/7/06; Renewal due 3/7/10
ETREEV United States	Registration No. 2,458,329	Class 9: Computer programs and use manuals sold as a unit in the field of document, report and workflow management, business process control and management, and storage and retrieval of documents and multimedia data	Filed 7/1/99; Registered 6/5/01	Declaration of Use due 6/5/07; Renewal due 6/5/11
ITREEV United States	Application No. 75/741,115	Class 9: Computer programs and use manuals sold as a unit in the field of document, report and workflow management, business process control and management, and storage and retrieval of documents and multimedia data	Filed 7/1/99 (on the basis of intended use); Notice of Allowance mailed 5/23/00	ABANDONED (per client's 11/13/01 instructions)
OMNITREEV United States	Registration No. 2,327,326	Class 9: Computer software and printed instructional manuals sold as a unit in the field of management and storage of multimedia data	Filed 5/20/98; Registered 3/7/00	Declaration of Use due 3/7/06; Renewal due 3/7/10
OPTICAL ADVANTAGE United States	Registration No. 1,743,577	Class 37: Computer services; namely, maintenance and repair of computer optical disk drives	Filed 4/24/92; Registered 12/29/92; Declaration of Use accepted 6/22/99	Renewal due 12/29/02

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ATTORNEY-CLIENT COMMUNICATION

ATTORNEY WORK PRODUCT

CEYONIQ INC.
Trademark Status Chart

MARK COUNTRY	APPLICATION/REGISTRATION NO.	GOODS/SERVICES	CURRENT STATUS	NEXT ACTION DUE
OPTICAL ADVANTAGE United States	Registration No. 1,742,920	Class 9: Computer optical disk storage holders and cases	Filed 4/24/92; Registered 12/29/92; Declaration of Use accepted 6/22/99	Renewal due 12/29/02
SMARTLEDGER United States		Class 9: Computer hardware and software for accounting and inventory management	Full search ordered 5/31/01; full search to client 6/7/01	CLOSED
TAKING INFORMATION TO THE NEXT POWER United States	Application No. 76/055,948	Class 9: Computer software programs	Filed 5/24/00 (claiming a first use date of 4/00)	ABANDONDED (per client's 11/26/01 instructions)
TREEV United States	Registration No. 1,522,495	Class 9: Computer programs and user manuals sold as a unit for use in capturing and storing data from a data processing center and retrieving the data via a personal computer	Filed 6/20/88; Registered 1/31/89; Declaration of Use accepted 9/25/95	Renewal due 1/31/09

CEYONIQ INC.
Trademark Status Chart

MARK COUNTRY	APPLICATION/REGISTRATION NO.	GOODS/SERVICES	CURRENT STATUS	NEXT ACTION DUE
TREEV 2000 United States	Registration No. 2,343,210	Class 9: Computer programs and use manuals sold as a unit in the field of document, report and workflow management, business process control and management, and storage and retrieval of documents and multimedia data	Filed 4/12/99; Registered 4/18/00	Declaration of Use due 4/18/06; Renewal due 4/18/10
TREEV FRAMEWORK United States	Registration No. 2,397,204	Class 9: Computer programs and use manuals sold as a unit in the field of document, report and workflow management, business process control and management, and storage and retrieval of documents and multimedia data	Filed 4/12/99; Registered 10/24/00	Declaration of Use due 10/24/06; Renewal due 10/24/10
CANADA				
CEYONIQ Canada	Application No. 1122910	Computer software programs and user manuals sold as a unit in the fields of document, report and workflow management and business process control and management; storage and retrieval of documents and multimedia data; and comprehensive multimedia content management systems Computer services, namely maintenance and repair of computer optical disk drives; Providing technical information in the field of downloadable software applications via a global computer information network; consulting in the field of comprehensive multimedia content management; custom-design of computer software services in the field of comprehensive document management; and computer software update services	Filed 11/21/01 (claiming a first use date of 6/28/01 and the priority of US App. No. 76/336,326)	Check status of application 3/21/03 (Note: The Canadian Trademark Office takes 15-18 months to examine an application.)

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CEYONIQ INC.
Trademark Status Chart


MARK COUNTRY	APPLICATION/ REGISTRATION NO.	GOODS/SERVICES	CURRENT STATUS	NEXT ACTION DUE
EUROPEAN COMMUNITY				
CEYONIQ European Community	Application No. 2469195	<p>Class 9: Computer software programs and user manuals sold as a unit in the fields of document, report and workflow management and business process control and management; storage and retrieval of documents and multimedia data; and comprehensive multimedia content management systems</p> <p>Class 37: Computer services, namely, maintenance and repair of computer optical disk drives</p> <p>Class 42: Providing technical information in the field of downloadable software applications via a global computer information network; consulting in the field of comprehensive multimedia content management; custom-design of computer software services in the field of comprehensive document management; and computer software update services</p>	Filed 11/20/01 (claiming the priority of US App. No. 76/336,326); Office Action response due 8/12/02; Extension Requested	Response due 10/16/02

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CEYONIQU INC.
Trademark Status Chart

MARK COUNTRY	APPLICATION/ REGISTRATION NO.	GOODS/SERVICES	CURRENT STATUS	NEXT ACTION DUE
 <p>NETWORK IMAGING CORPORATION THE INFORMATION ACCESS COMPANY & Design</p>	Application No. 672683	<p>Class 9: Computer software in the field of comprehensive multimedia content management systems, computer hardware and peripherals, and scanners</p> <p>Class 16: Publications in the field of computers and comprehensive multimedia content management, namely, printed documentation related to computer software, instructional manuals, books and pamphlets</p> <p>Class 42: Consulting in the field of comprehensive multimedia content management; custom-design of computer software services in the field of comprehensive document management</p>	Filed 11/11/97	ABANDONED per client's 2/12/99 instructions
<p>TREEV</p> <p>European Community</p>	Registration No 1305788	<p>Class 9: Computer programs software and data in the fields of document, report and workflow management, business process control management, and storage and retrieval of documents and multimedia data</p> <p>Class 16: Printed publications and manuals relating to the fields of document, report and workflow management, business process control and management, and storage and retrieval of documents and multimedia data</p> <p>Class 42: Consultancy and computer programming in the fields of document, report and workflow management, business process control and management, and storage and retrieval of documents and multimedia data</p>	Filed 9/10/99; Registered 11/30/00	Use due 11/30/05; Renewal due 11/30/10

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CEYONIQ INC.
Trademark Status Chart

SINGAPORE

MARK COUNTRY	APPLICATION/REGISTRATION NO.	GOODS/SERVICES	CURRENT STATUS	NEXT ACTION DUE
CEYONIQ Singapore	Application No. T01/18702H	Class 9: Computer software programs and user manuals sold as a unit in the fields of document, report and workflow management and business process control and management; storage and retrieval of documents and multimedia data; and comprehensive multimedia content management systems	Filed 12/4//01	Check status of application 12/4/02
CEYONIQ Singapore	Application No. T01/18703F	Class 37: Computer services, namely maintenance and repair of computer optical disk drives	Filed 12/4/01; Office action issued (Issues: significance of the mark)	Response due 9/20/02
CEYONIQ Singapore	Application No. T01/18704D	Class 42: Providing technical information in the field of downloadable software applications via a global computer information network; consulting in the field of comprehensive multimedia content management; custom-design of computer software services in the field of comprehensive document management; and computer software update services	Filed 12/4/01; Office action issued (Issues: significance of the mark and wording of the services)	Response due 9/20/02

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CEYONIQ INC.
Trademark Status Chart

SWITZERLAND

MARK COUNTRY	APPLICATION/ REGISTRATION NO.	GOODS/SERVICES	CURRENT STATUS	NEXT ACTION DUE
CEYONIQ Switzerland	Application No. 2001/11147 Registration No. 498560	<p>Class 9: Computer software programs in the fields of document, report and workflow management and business process control and management; computer software for storage and retrieval of documents and multimedia data; and computer software for comprehensive multimedia content management systems</p> <p>Class 16: User manuals sold as a unit with all the products mentioned in Class 9</p> <p>Class 37: Computer services, namely maintenance and repair of computer optical disk drives</p> <p>Class 42: Providing technical information in the field of downloadable software applications via a global computer information network; consulting in the field of comprehensive multimedia content management systems; custom-design of computer software services in the field of comprehensive document management; and computer software update services</p>	Filed 11/23/01; Registered 5/15/02	Use due 5/15/07; Renewal due 11/23/11

SCHEDULE B
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SCHEDULE C
SPECIAL POWER OF ATTORNEY

October 22, 2002

STATE OF VIRGINIA

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COUNTY OF FAIRFAX

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KNOW ALL MEN BY THESE PRESENTS, that CEYONIQ, INC., ("Debtor") pursuant to a Trademark Collateral Security Agreement, dated the date hereof (the "Security Agreement"), hereby appoints and H.T. ARDINGER & SON CO., INC. ("Secured Party"), its true and lawful attorney, with full power of substitution, and with full power and authority to perform the following acts on behalf of Debtor:

1. In accordance with the Security Agreement, assigning, selling or otherwise disposing of all right, title and interest of Debtor in and to the Trademarks listed on Schedule A of the Security Agreement, and including those Trademarks which are added to the same subsequent hereto, and all registrations and recordings thereof, and all pending applications therefor, and for the purpose of the recording, registering and filing of, or accomplishing any other formality with respect to the foregoing, and to execute and deliver any and all agreements, documents, instruments of assignment or other papers necessary or advisable to effect such purpose;
2. In accordance with the Security Agreement, to execute any and all documents, statements, certificates or other papers necessary or advisable in order to obtain the purposes described above as Secured Party may in its sole discretion determine.

This power of attorney is made pursuant to the Security Agreement, dated the date hereof, between Debtor and Secured Party and may not be revoked until the payment in full of all Indebtedness as defined in such Security Agreement.

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CEYONIQ, INC.

By: *David MacWhorter*
Title: PRESIDENT AND CEO

On this 22 day of October, 2002 before me personally came David MacWhorter, to me known, who, being by me duly sworn, did depose and say that he is the President & CEO of Ceyoniq, Inc., the corporation described in and which executed the foregoing instrument; and that she signed her name thereto by order of the Board of Directors of said corporation.

Susan E. Braun
Notary Public
My Commission Expires: 4-30-05

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