

11-27-2002

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings



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

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

1. Name of conveying party(ies): Science Applications International Corporation 11-15-02 [ ] Individual(s) [ ] Association [ ] General Partnership [ ] Limited Partnership [X] Corporation-State - Delaware [ ] Other

2. Name and address of receiving party(ies) Name: WebTone Technologies, Inc. Internal Address:

Street Address: 3390 Peachtree Road, Ste. 600 City: Atlanta State: GA Zip: 30326

[ ] Individual(s) citizenship [ ] Association [ ] General Partnership [ ] Limited Partnership [X] Corporation-State Georgia [ ] Other

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

3. Nature of conveyance: [ ] Assignment [ ] Merger [X] Security Agreement [ ] Change of Name [ ] Other

Execution Date: 10/24/2002

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) See attached Schedule A

B. Trademark Registration No.(s) See attached Schedule A

Additional number(s) attached [X] Yes [ ] No

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

Name: Clara Martin Internal Address:

6. Total number of applications and registrations involved: 13

7. Total fee (37 CFR 3.41) \$ 340.00 [X] Enclosed [ ] Authorized to be charged to deposit account

11/26/2002 TDI021 00000199 75345521 01/FC:0521 40.00 OP 02/FC:0522 300.00 OP

Street Address: 2029 Century Park East, Suite 2550

City: Los Angeles State: CA Zip: 90067

8. Deposit account number: Not Applicable

DO NOT USE THIS SPACE

9. Signature. Clara Martin Name of Person Signing

Signature: Clara Martin

Date: November 15, 2002

Total number of pages including cover sheet, attachments, and document: 50

OFFICE OF PUBLIC RECORDS 2002 NOV 15 AM 8:32 FINANCE SECTION

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

**SCHEDULE A  
To Recordation Form Cover Sheet (Form PTO-1594)**

<u>Trademark/Class</u>	<u>U.S Reg. Application Number</u>	<u>Registration Application Date</u>
CREATING CUSTOMER CONNECTIONS/9, 37, 41, 42	75/345,521	August 22, 1997
CRISP/9	75/145,478	August 5, 1996
LEARNINGPOINT/9, 41	76/057,595	May 26, 2000

<u>Trademark/Class</u>	<u>U.S Reg. Number</u>	<u>Registration Date</u>
BANCSTAR/9	1,389,785	April 15, 1986
DESKSTAR/9	1,458,179	September 22, 1987
LOAN MANAGER/9	1,466,257	November 24, 1987
MRI/CRISP/9	1,523,324	February 7, 1989
BANCSTAR SPECTRUM/9	1,879,133	February 14, 1995
BROADWAY & SEYMOUR/42	1,902,045	June 27, 1995
"PLEXUS" Design/42	1,988,946	July 23, 1996
BROADWAY & SEYMOUR INFORMATION TECHNOLOGY SOLUTIONS (and Design)/42	2,040,921	February 25, 1997
BANCSTAR PRISM/9	2,167,270	June 23, 1998
TOUCHPOINT/9, 41, 42	2,229,443	March 2, 1999

**RELEASE OF SECURITY AGREEMENT**

THIS RELEASE OF SECURITY AGREEMENT (this "Agreement"), dated as of October 24, 2002, is made between WebTone Technologies, Inc. ("Debtor"), and SAIC Venture Capital Corporation (the assignee and wholly-owned subsidiary of Science Applications International Corporation ("Secured Party"). Unless otherwise defined herein, all capitalized terms used in this Agreement shall have the same meanings as defined in that certain Asset Purchase Agreement dated July 13, 2001 by and between Debtor and Secured Party pursuant to which Debtor purchased from Secured Party certain assets and liabilities of the Broadway and Seymour Group, an operating unit of Secured Party (the "Purchase Agreement").

WHEREAS, Debtor and Secured Party entered into that certain Security Agreement dated as of July 13, 2001 ("Security Agreement") attached hereto as Exhibit A, in connection with Debtor's obligation to pay the portion of the purchase price for the Assets that remained unpaid as of the closing date of the Purchase Agreement;

WHEREAS, Debtor granted to Secured Party, on the terms and conditions contained in the Security Agreement, a security interest in all of the items of Intellectual property that are comprised in the Assets;

WHEREAS, Debtor has satisfied the conditions set forth in Section 17 of the Security Agreement by the payment and performance in full of the Obligations;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Secured Party hereby agrees to file, to the extent permitted by law, such documents, records and instruments reasonably requested by Debtor as shall be necessary to evidence termination of all such security interests given by Debtor to Secured Party under the Security Agreement, including cancellation of the Security Agreement by written notice from Secured Party to the Copyright Office or the PTO, as appropriate.

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

**DEBTOR**

WEBTONE TECHNOLOGIES, INC.

By: [Signature]  
Name: VP & GC  
Title: Timothy R. Doolson

**SECURED PARTY**

SAIC VENTURE CAPITAL CORPORATION

By: [Signature]  
Name: Gian Bruni  
Title: General Counsel

SECURITY AGREEMENT

THIS SECURITY AGREEMENT (this "Agreement"), dated as of July 13, 2001, is made between WebTone Technologies, Inc., a Georgia corporation ("Debtor"), and Science Applications International Corporation, a Delaware corporation ("Secured Party").

WHEREAS, Debtor and Secured Party have entered into that certain Asset Purchase Agreement dated of even date herewith ("Purchase Agreement"), pursuant to which Debtor is purchasing from Secured Party certain assets and liabilities of the Broadway and Seymour Group, an operating unit of Secured Party (the "Assets");

WHEREAS, in connection with the Purchase Agreement, Debtor has entered into a Promissory Note dated of even date herewith evidencing Debtor's obligation to pay the portion of the purchase price for the Assets that remains unpaid as of the closing date of the Purchase Agreement (the "Promissory Note");

WHEREAS, the Purchase Agreement and Promissory Note contemplate that the Debtor's obligations under the Promissory Note will be secured by all of the items of intellectual property that are comprised in the Assets;

WHEREAS, Debtor desires to grant to Secured Party, on the terms and conditions contained herein, a security interest in all of the items of intellectual property that are comprised in the Assets.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Debtor and Secured Party hereby agree as follows:

Section 1 Definitions; Interpretation.

(a) Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

"Collateral" has the meaning set forth in Section 2(a).

"Copyright Office" means the United States Copyright Office.

"Obligations" mean the obligations of Debtor under the Promissory Note, as it may be amended from time to time by Debtor and Secured Party in writing.

"PTO" means the United States Patent and Trademark Office.

"UCC" means the Uniform Commercial Code as in effect and as amended from time to time in the State of California.

(b) Terms Defined in UCC. Where applicable in the context of this Agreement and except as otherwise defined herein, terms used in this Agreement shall have the meanings assigned to them in the UCC.

(c) Construction. In this Agreement, the following rules of construction and interpretation shall be applicable: (i) no reference to "proceeds" in this Agreement authorizes any sale, transfer, or other disposition of any Collateral by Debtor; (ii) "includes" and "including" are not limiting; (iii) "or" is not exclusive; and (iv) "all" includes "any" and "any" includes "all."

## Section 2 Security Interest.

(a) Grant of Security Interest. As security for the payment and performance of the Obligations, Debtor hereby grants a security interest in and mortgage to the Secured Party of, all of Debtor's right, title and interest in, to and under the following property, in each case whether now or hereafter existing or arising or in which Debtor now has or hereafter owns, acquires or develops an interest and wherever located (collectively, the "Collateral"):

(i) All of Debtor's registered copyrights listed in Schedule A, Debtor's applications for copyright registrations listed in Schedule A, all of Debtor's present and future copyrights that are not registered and that are included in the Assets as well as all modifications and derivative works of such registered and unregistered copyrights created by or on behalf of Debtor (collectively, the "Copyrights"), together with all renewals and extensions of the Copyrights, the right to recover for all past, present, and future infringements of the Copyrights, and all manuscripts, documents, writings, tapes, disks, storage media, computer programs, computer databases, computer program flow diagrams, source codes, object codes and all tangible property embodying or incorporating the Copyrights;

(ii) All patents and patent applications, domestic or foreign, covering any process, method or invention incorporated or embodied in the Collateral (the "Patents"), all rights to sue for past, present or future infringement thereof and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof;

(iii) all state (including common law), federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names (but excluding each application to register any trademark, service mark or other mark prior to the filing under applicable law of a verified statement of use (or the equivalent) for such trademark or service mark) listed on Schedule B (the "Trademarks"), whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof;

(iv) the entire goodwill of or associated with the businesses conducted by Debtor connected with and symbolized by any of the Trademarks; and

(v) all intangible intellectual property of Debtor of any kind or nature, associated with or arising out of the Collateral and not otherwise described above.

(b) Continuing Security Interest. Debtor agrees that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated in accordance with Section 17.

(c) Authorization to File Financing Statements. The Debtor hereby irrevocably authorizes the Secured Party at any time and from time to time to file in any Uniform Commercial Code jurisdiction any initial financing statements and amendments thereto that (a) indicate the Collateral (i) as all collateral described in Section 2(a) above, regardless of whether any particular asset comprised in the Collateral falls within the scope of Article 9 of the Uniform Commercial Code of the State or such jurisdiction, or (ii) as being of an equal or lesser scope or with greater detail, and (b) contain any other information required by part 5 of Article 9 of the Uniform Commercial Code of the State for the sufficiency or filing office acceptance of any financing statement or amendment, including whether the Debtor is an organization, the type of organization and any organization identification number issued to the Debtor. The Debtor agrees to furnish any such information to the Secured Party promptly upon request. The initial financing statement attached as Schedule C will be executed by Debtor and delivered to Secured Party concurrently herewith and Debtor represents and warrants to Secured Party that such financing statement is accurate and complete. Secured Party may record this Agreement, an abstract thereof, or any other necessary document describing Secured Party's interest in the Collateral with the Copyright Office and the PTO, as applicable, at the expense of Debtor. The authorizations contained in this Section shall be deemed a power coupled with an interest, and irrevocable until all Obligations are paid in full.

(d) Priority. Except as to liens existing in the Collateral prior to the Closing Date, as such term is defined in the Purchase Agreement ("Pre-Closing Liens"), Secured Party shall have a first priority security interest in the Collateral. Debtor agrees not to create or permit to exist any other lien on the Collateral, except for: (a) liens for federal, state, local or foreign income or franchise taxes not yet due and payable; (b) Pre-Closing Liens; (c) liens arising out of judgments or awards, where the underlying claim, action or litigation does not relate to the Collateral, with respect to which at the time an appeal or proceeding for review is being prosecuted in good faith; and (d) liens in favor of institutions to the extent reasonably necessary for Debtor to obtain working capital financing, provided, however, that any such working capital financing liens and the terms thereof shall be subject to Secured Party's prior written consent, which consent shall not be unreasonably withheld. Except for non-exclusive licenses granted by the Debtor in the ordinary course of business or granted by Debtor to Affiliates, as such term is defined in Rule 12b-2 of the Securities Exchange Act of 1934, as amended, Debtor agrees not to sell, lease, assign or transfer, any part or all of the Collateral without the prior written consent of Secured Party. Secured Party agrees to

subordinate its security interest in the Collateral to the extent necessary for Debtor to obtain working capital financing provided, however, that any such subordination and the terms thereof shall be subject to Secured Party's prior written consent, which consent shall not be unreasonably withheld. The liens and encumbrances permitted under this Section 2 shall be referred to herein as "Approved Liens".

(e) Unauthorized Financing Statements. If at any time Debtor becomes aware of a financing statement covering any of the Collateral on file in any public office, other than those filed by or on behalf of Secured Party, that has not been authorized by Debtor, Debtor shall notify Secured Party in writing and shall take prompt action to remove such unauthorized financing statement.

Section 3 Promissory Note and Purchase Agreement. The security interest granted by this Agreement has been granted in conjunction with the Promissory Note and the Purchase Agreement. The rights and remedies of Secured Party with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in, the Promissory Note and Purchase Agreement.

Section 4 Further Acts. On a continuing basis, Debtor shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be reasonably deemed necessary or advisable by Secured Party to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure Debtor's compliance with this Agreement or to enable Secured Party to exercise and enforce its rights and remedies hereunder with respect to the Collateral, including any documents for filing with the PTO, Copyright Office or any applicable state office.

Section 5 Authorization to Supplement and Additional Rights of Secured Party.

(a) Copyrights. Debtor shall give Secured Party prompt written notice of any additional copyright registrations or applications therefor after the date hereof that relate to derivative works of the Copyrights ("Subsequent Copyrights"). Debtor authorizes Secured Party unilaterally to modify this Agreement by amending Schedule A to include Subsequent Copyrights. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule A shall in any way affect, invalidate or detract from Secured Party's continuing security interest in any such Subsequent Copyrights.

(b) Trademarks. If Debtor shall obtain rights to any new trademarks that are similar to the Trademarks ("Subsequent Trademarks"), the provisions of this Agreement shall automatically apply thereto. Debtor shall give prompt written notice to Secured Party with respect to any such Subsequent Trademarks or renewal or extension of any trademark registration. Without limiting Debtor's obligations under this Section, Debtor authorizes Secured Party unilaterally to modify this Agreement by amending Schedule B to include any such Subsequent Trademarks. Notwithstanding

4.

the foregoing, no failure to so modify this Agreement or amend Schedule B shall in any way affect, invalidate or detract from Secured Party's continuing security interest in all Subsequent Trademarks.

(c) License. Effective as of the time the Secured Party forecloses on its security interest in any of the Collateral, Debtor grants and agrees to grant to Secured Party a perpetual, irrevocable, royalty-free, fully-paid, worldwide, non-exclusive license, with rights to sublicense through multiple tiers of sublicense, to make, have made, use, import, offer to sell, and sell inventions, software, products, components or processes which are patented or encompassed by an application for patent, and which, absent such license, would substantially or significantly preclude Secured Party or a licensee of Secured Party from utilizing all or any component or element of the Collateral.

Section 6 Warranties of Debtor. As a material inducement to Secured Party to extend credit to Debtor, Debtor represents and warrants to Secured Party that:

(a) Debtor is a corporation duly organized and existing under the laws of the state of Georgia, and Debtor's exact name is set forth at the beginning of this Agreement.

(b) The execution, delivery, and performance of this Agreement and of any financing statements relating hereto and the incurring of any Obligations, are within Debtor's corporate powers, have been duly authorized by all requisite corporate action or consent, and do not violate any law, Debtor's charter, by-laws, or the terms of any indenture, note or agreement to which the Debtor is a party or by which Debtor or its respective properties is bound, and the person(s) signing on behalf of Debtor have full authority to bind Debtor to the terms hereof.

(c) Except with respect to the security interests granted hereby and Approved Liens, Debtor is, or, as to Collateral to be acquired after the date hereof, shall be, the owner of the Collateral free from any lien, security interest or encumbrance, and Debtor will defend the Collateral against all claims and demands of all persons (except Secured Party) at any time claiming the same or any interest therein.

(d) Except with respect to the security interests granted hereby and Approved Liens, there is not now, and shall not be until all of Debtor's Obligations are discharged, any financing statement covering any of the Collateral on file pursuant to Debtor's authorization in any public office other than financing statements filed by or on behalf of Secured Party.

Section 7 Name Change, Etc.. Debtor shall notify Secured Party in writing at least fifteen (15) days before Debtor (1) changes its legal name or (2) changes its place of incorporation or organization. Unless prohibited by applicable law and to the extent permitted by any applicable confidentiality agreement to which Debtor is bound, Debtor will provide Secured Party with at least thirty (30) days prior written notice of any merger or consolidation of Debtor with another entity. Debtor will cooperate with Secured Party in good faith to ensure that Secured Party's rights and the priority of its

5.



security interest under this Agreement are maintained and preserved in the event of any such merger or consolidation.

Section 8 Events of Default. Debtor shall be in default under this Agreement upon the occurrence of any one or more of the following events, sometimes hereinafter referred to as "Events of Default":

(a) Default in the payment or performance of any of Debtor's Obligations (including any installment payment).

(b) The occurrence of an event of default under the Promissory Note.

(c) If any warranty, representation or statement made or furnished to Secured Party by or on behalf of Debtor and contained herein proves to have been false or untrue in any material respect when made or furnished, or becomes false or untrue in any material respect.

(d) Sale or encumbrance (except as authorized under Section 2(d) hereof), to or of, any of the Collateral or the making of any levy, seizure or attachment thereof or thereon.

(e) Material uninsured loss, theft, damage, or destruction, or material reduction in value to or of, any of the Collateral.

(f) Dissolution, termination of existence, insolvency, business failure, appointment of a receiver for any part of the property of, assignment for the benefit of creditors by, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Debtor.

(g) The lapse, termination or ineffectiveness of any filing or other means by which the Secured Party's security interest in the Collateral is now or hereafter to be perfected where due to the act or omission of Debtor.

(h) Filing, with Debtor's authorization, of any financing statement with regard to the Collateral, other than relating to this Agreement (except as authorized under Section 2(d) hereof).

(i) Default in any material obligation, covenant or liability contained herein, other than a default covered by subsections (a) through (h) above, which remains uncured after a period of ten (10) business days after Debtor's receipt of written notice of such default.

Section 9 Rights and Remedies of Secured Party. Secured Party shall have the following rights and remedies:

(a) Upon the occurrence of any Event of Default, Secured Party may, without notice or demand, declare all of Debtor's Obligations to be immediately due and payable, irrespective of the terms of any note or other writing evidencing the same and

6.

whether any such note or writing contains any provision for acceleration of the maturity thereof.

(b) Upon the occurrence of any Event of Default, Secured Party shall be entitled to the immediate possession of the Collateral, and may require Debtor to assemble the Collateral and make items thereof available to Secured Party at a place to be designated by Secured Party which is reasonably convenient to both parties, and Secured Party shall have the right, and Debtor does hereby authorize and empower Secured Party to enter upon the premises wherever the Collateral may be in order to remove the same, without being deemed guilty of trespass and without liability for damages thereby occasioned except as caused by Secured Party's gross negligence or willful misconduct, to take any action reasonably deemed necessary, appropriate or desirable by Secured Party, at its option and in its reasonable discretion, to repair, refurbish or otherwise prepare the Collateral for sale, lease or other use or disposition as herein authorized, and Secured Party may proceed to dispose of the Collateral, in whole or in part, in any commercially reasonable manner, including but not limited to, public or private sale, lease or both, for cash or credit or partly for each, after first giving notice to Debtor in the manner hereinafter provided, and apply the proceeds thereof first to costs and expenses of retaking, holding, and preparing for sale or lease or other disposition and of such sale or lease or other disposition and the like (including, but not limited to, reasonable attorneys' fees, and expenses), then to the Obligations in such order as Secured Party may determine, until discharged in full and the balance to such persons, including Debtor, as may be lawfully entitled thereto.

(c) After the occurrence of an Event of Default under this Security Agreement, Secured Party is expressly granted the right, at its option, to the extent permitted by applicable law, to transfer at any time to itself or its nominee the Collateral, or any part thereof, and to receive the monies, income, proceeds or benefits attributable or accruing thereto and to hold the same as security for the Obligations. All rights to marshaling of assets or sale in inverse order of alienation, including any such rights with respect to the Collateral, are hereby waived.

(d) Upon an Event of Default by Debtor, Secured Party (or the holder or owner of any debt secured by this Agreement) shall immediately have the right without further notice to Debtor to set off against the Promissory Note and any other debts secured by this Agreement all debts of Secured Party (or such holder or owner) to Debtor, whether or not then due, or to exercise any recoupment, administrative freeze or stay or similar rights.

(e) As applicable, Secured Party may enforce and collect the obligations of account debtors and others obligated on any Collateral or exercise Debtor's rights with respect to any property securing such obligations.

(f) Secured Party is under no obligations to clean up or otherwise prepare Collateral for sale or other disposition; Secured Party may disclaim any warranties with respect to the Collateral; and Debtor waives any right to require Secured Party to pursue any third person for any obligations to Debtor.

(g) Debtor shall pay Secured Party on demand any reasonable expenses, including, but not limited to, legal expenses and reasonable attorneys' fees incurred or paid by Secured Party in protecting the Collateral or enforcing the Obligations and other rights of Secured Party hereunder, including its right to take possession of the Collateral, and all such expenses shall become a part of the Obligations whether or not litigation be commenced.

(h) In the event of sale of any part or all of the Collateral, unless the Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, Secured Party will give Debtor reasonable notice of the time and place of any public sale thereof, or the time after which any private sale or other intended disposition thereof is to be made. The requirement of reasonable notice shall be met if such notice is mailed, postage-prepaid, to the addresses of Debtor shown in the Purchase Agreement (as such address may be modified by any written notice from Debtor hereafter received by Secured Party prior to the mailing by Secured Party of its notice) at least ten (10) days before the day of the public sale, or ten (10) days before the date after which the private sale or other intended disposition may take place.

(i) In addition, Secured Party shall have all of the rights and remedies of the Uniform Commercial Code as enacted in the State of California, as though fully set out herein.

#### Section 10 Power of Attorney.

(a) Appointment and Powers of Secured Party. The Debtor hereby irrevocably constitutes and appoints the Secured Party and any officer or agent thereof, upon the occurrence and during the continuance of an Event of Default (except with respect to the actions permitted under (ii) below which shall be permitted at any time during the term hereof) with full power of substitution, as its true and lawful attorneys-in-fact with full irrevocable power and authority in the place and stead of the Debtor or in the Secured Party's own name, for the purpose of carrying out the terms of this Agreement, to take any and all appropriate action and to execute any and all documents and instruments that may be necessary or desirable to accomplish the purposes of this Agreement and, without limiting the generality of the foregoing, hereby gives said attorneys the power and right, on behalf of the Debtor, without notice to or assent by the Debtor, to do the following:

(i) upon the occurrence and during the continuance of an Event of Default, generally to sell, transfer, pledge, make any agreement with respect to or otherwise deal with any of the Collateral in such manner as is consistent with the Uniform Commercial Code of the State California and as fully and completely as though the Secured Party were the absolute owner thereof for all purposes, and to do at the Debtor's expense, at any time, or from time to time, all acts and things which the Secured Party reasonably deems necessary to protect, preserve or realize upon the Collateral and the Secured Party's security interest therein, in order to effect the intent of this Agreement, all as fully and effectively as the Debtor might do, including, without

limitation, (A) the filing and prosecuting of registration and transfer applications with the appropriate federal or local agencies or authorities with respect to trademarks, copyrights and patentable inventions and processes, and (B) the execution, delivery and recording, in connection with any sale or other disposition of any Collateral, of the endorsements, assignments or other instruments of conveyance or transfer with respect to such Collateral; and

(ii) at any time, and from time to time during the term hereof, to the extent that the Debtor's authorization given in Section 2(c) is not sufficient, to file such financing statements with respect hereto, with or without the Debtor's signature, or a photocopy of this Agreement in substitution for a financing statement, as the Secured Party may deem appropriate and to execute in the Debtor's name such financing statements and amendments thereto and continuation statements which may require the Debtor's signature.

(b) Ratification by Debtor. To the extent permitted by law, the Debtor hereby ratifies all that said attorneys shall lawfully do or cause to be done by virtue hereof. This power of attorney is a power coupled with an interest and shall be irrevocable.

(c) No Duty on Secured Party. The powers conferred on the 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. The Secured Party shall be accountable only for the 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 agents shall be responsible to the Debtor for any act or failure to act, except for the Secured Party's own gross negligence or willful misconduct.

Section 11 No Waiver by Secured Party. The Secured Party shall not be deemed to have waived any of its rights upon or under the Obligations or the Collateral unless such waiver shall be in writing and signed by the Secured Party. No delay or omission on the part of the Secured Party in exercising any right shall operate as a waiver of such right or any other right. A waiver on any one occasion shall not be construed as a bar to or waiver of any right on any future occasion. All rights and remedies of the Secured Party with respect to the Obligations or the Collateral, whether evidenced hereby or by any other instrument or papers, shall be cumulative and may be exercised singularly, alternatively, successively or concurrently at such time or at such times as the Secured Party deems expedient.

Section 12 Waivers by Debtor. The Debtor waives demand, notice, protest, notice of acceptance of this Agreement, notice of loans made, credit extended, Collateral received or delivered or other action taken in reliance hereon and all other demands and notices of any description. With respect to both the Obligations and the Collateral, the Debtor assents to any extension or postponement of the time of payment or any other indulgence, to any substitution, exchange or release of or failure to perfect any security interest in any Collateral, to the addition or release of any party or person primarily or secondarily liable, to the acceptance of partial payment thereon and the

settlement, compromising or adjusting of any thereof, all in such manner and at such time or times as the Secured Party may deem advisable. The Secured Party shall have no duty as to the collection or protection of the Collateral or any income thereon, nor as to the preservation of rights against prior parties, nor as to the preservation of any rights pertaining thereto. The Debtor further waives any and all other suretyship defenses.

Section 13 Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by Debtor, Secured Party and their respective successors and assigns. Debtor may not assign, transfer, hypothecate or otherwise convey its rights, benefits, obligations or duties hereunder.

Section 14 Governing Law. This Agreement shall be governed by, and construed in accordance with, the law of the State of California, except as required by mandatory provisions of law or to the extent the perfection or priority of the security interests hereunder, or the remedies hereunder, in respect of any Collateral are governed by the law of a jurisdiction other than California. DEBTOR HEREBY IRREVOCABLY SUBMITS TO THE JURISDICTION OF ANY STATE OR ANY FEDERAL COURT SITTING IN SAN DIEGO COUNTY, CALIFORNIA, IN ANY ACTION OR PROCEEDING BROUGHT TO ENFORCE OR OTHERWISE ARISING OUT OF OR RELATING TO THIS AGREEMENT AND HEREBY WAIVES ANY OBJECTION TO VENUE IN ANY SUCH COURT AND ANY CLAIM THAT SUCH FORUM IS AN INCONVENIENT FORUM. This provision is permissive, not mandatory, as to Secured Party, and Secured Party reserves the right to bring any action, proceeding or other matter arising directly or indirectly hereunder against Debtor or the Collateral wherever either the Debtor or the Collateral might be found or might otherwise be subject to jurisdiction.

Section 15 Entire Agreement; Amendment. This Agreement, together with the Promissory Note, the Purchase Agreement and Schedules hereto and thereto, contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior drafts and communications relating to such subject matter. Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties. Notwithstanding the foregoing, Secured Party unilaterally may re-execute this Agreement or modify, amend or supplement the Schedules hereto as provided in Section 5 hereof.

Section 16 Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile shall be equally as effective as delivery of a manually executed counterpart. Any party hereto delivering a counterpart of this Agreement by facsimile shall also deliver a manually executed counterpart, but the failure to so deliver a manually executed counterpart shall not affect the validity, enforceability, or binding effect hereof.

Section 17 Termination. Upon payment and performance in full of all Obligations, the security interests created by this Agreement shall terminate and Secured Party (at Debtor's expense) shall promptly execute and deliver to Debtor, and shall authorize Debtor to file without Secured Party's signature to the extent permitted by law, such documents, records and instruments reasonably requested by Debtor as shall be necessary to evidence termination of all such security interests given by Debtor to Secured Party hereunder, including cancellation of this Agreement by written notice from Secured Party to the Copyright Office or the PTO, as appropriate. Debtor's authorization to file documents without Secured Party's signature shall only become effective upon Debtor's receipt from Secured Party of written confirmation of the payment and performance in full of the Obligations.

Section 18 No Inconsistent Requirements. Debtor acknowledges that this Agreement and the other documents, agreements and instruments entered into or executed in connection herewith may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and Debtor agrees that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms.

Section 19 Severability. If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party, or any other provisions of this Agreement.

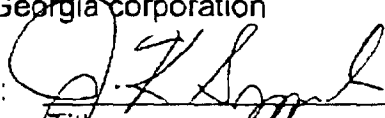
Section 20 Notices. All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered in accordance with the Purchase Agreement.

[Remainder of page intentionally left blank.]

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

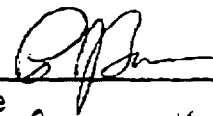
DEBTOR

WEBTONE TECHNOLOGIES, INC.  
a Georgia corporation

By:   
Title: President & CEO

SECURED PARTY

SCIENCE APPLICATIONS INTERNATIONAL  
CORPORATION  
a Delaware corporation

By:   
Title: CORPORATE VICE PRESIDENT

CERTIFICATE OF ACKNOWLEDGMENT

COMMONWEALTH OR STATE OF \* Georgia )  
 ) ss.  
COUNTY OF \* Fulton )

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 13<sup>th</sup> day of July, 2001, personally appeared J. Szyperko me known personally, and who, being by me duly sworn, deposes and says that he is the CEO of WebTone Technologies, Inc, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said \_\_\_\_\_ acknowledged said instrument to be the free act and deed of said corporation.

Miclene A. D'Antonio  
Notary Public  
My commission expires: 8-30-03

Miclene A. D'Antonio  
Notary Public, Fulton County, Georgia  
My Commission Expires August 30, 2003



### CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }  
 County of San Diego } ss.

On July 27, 2001, before me, Mary E. Hyder, Notary Public  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Pamela J. Bumann  
Name(s) of Signer(s)

- personally known to me
- proved to me on the basis of satisfactory evidence

to be the person(A) whose name(A) (is)are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal Above

WITNESS my hand and official seal.

Mary E. Hyder  
Signature of Notary Public

#### OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

#### Description of Attached Document

Title or Type of Document: Security Agreement

Document Date: July 13, 2001 Number of Pages: 11

Signer(s) Other Than Named Above: N/A

#### Capacity(ies) Claimed by Signer

Signer's Name: Pamela J. Bumann

- Individual
- Corporate Officer — Title(s): Corporate Vice President
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: Science Applications International Corporation

**RIGHT THUMBPRINT OF SIGNER**

Top of thumb here

SCHEDULE A  
to Security Agreement

Registered Copyrights

NOT APPLICABLE

Copyright Applications

NOT APPLICABLE

B-1

SCHEDULE B  
TO SECURITY AGREEMENT

Pending U.S. Trademark Applications of Debtor

<u>Trademark/Class</u>	<u>U.S Reg. Application Number</u>	<u>Registration Application Date</u>
CREATING CUSTOMER CONNECTIONS/9, 37, 41, 42	75/345,521	August 22, 1997
CRISP/9	75/145,478	August 5, 1996
LEARNINGPOINT/9, 41	76/057,595	May 26, 2000

<u>Trademark/Class</u>	<u>U.S Reg. Number</u>	<u>Registration Date</u>
BANCSTAR/9	1,389,785	April 15, 1986
DESKSTAR/9	1,458,179	September 22, 1987
LOAN MANAGER/9	1,466,257	November 24, 1987
MRI/CRISP/9	1,523,324	February 7, 1989
BANCSTAR SPECTRUM/9	1,879,133	February 14, 1995
BROADWAY & SEYMOUR/42	1,902,045	July 27, 1995
"PLEXUS" Design/42	1,988,946	July 23, 1996
BROADWAY & SEYMOUR INFORMATION TECHNOLOGY SOLUTIONS (and Design)/42	2,040,921	February 25, 1997
BANCSTAR PRISM/9	2,167,270	June 23, 1998
TOUCHPOINT/9. 41, 42	2,229,443	March 2, 1999

B-2

SCHEDULE C  
TO SECURITY AGREEMENT

Financing Statement

B-3

H:\01\57218\001\WebTone\SecurityAgtIP.DOC  
071301

CRM:crm

-20-

**TRADEMARK**  
**REEL: 002623 FRAME: 0491**

# UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional] Clara Ruyan Martin, Esq. (310) 201-2581
B. SEND ACKNOWLEDGMENT TO: (Name and Address)  Clara Ruyan Martin, Esq. Shaw Pittman LLP 2029 Century Park East Suite 2550 Los Angeles CA 90067

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME WEBTONE TECHNOLOGIES, INC.					
OR	1b. INDIVIDUAL'S LAST NAME				
	FIRST NAME	MIDDLE NAME	SUFFIX		
1c. MAILING ADDRESS 3390 PEACHTREE ROAD, SUITE 600		CITY ATLANTA	STATE GA	POSTAL CODE 30326	COUNTRY USA
1d. TAX ID #: SSN OR EIN 58-2340582	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION CORPORATION	1f. JURISDICTION OF ORGANIZATION GEORGIA	1g. ORGANIZATIONAL ID #, if any K729559	<input type="checkbox"/> NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME					
OR	2b. INDIVIDUAL'S LAST NAME				
	FIRST NAME	MIDDLE NAME	SUFFIX		
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
2d. TAX ID #: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any	<input type="checkbox"/> NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME SCIENCE APPLICATIONS INTERNATIONAL CORPORATION					
OR	3b. INDIVIDUAL'S LAST NAME				
	FIRST NAME	MIDDLE NAME	SUFFIX		
3c. MAILING ADDRESS 10260 CAMPUS POINT DRIVE		CITY SAN DIEGO	STATE CA	POSTAL CODE 92121	COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:

SEE EXHIBIT A ATTACHED HERETO.

5. ALTERNATIVE DESIGNATION (if applicable):	<input type="checkbox"/> LESSEE/LESSOR	<input type="checkbox"/> CONSIGNEE/CONSIGNOR	<input type="checkbox"/> BAILEE/BAILOBR	<input type="checkbox"/> SELLER/BUYER	<input type="checkbox"/> AG. LIEN	<input type="checkbox"/> NON-UCC FILING
6. <input type="checkbox"/> This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. <input type="checkbox"/> Attach Addendum	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) <input type="checkbox"/> (ADDITIONAL FEE) <input type="checkbox"/> [optional]	<input type="checkbox"/> All Debtors	<input type="checkbox"/> Debtor 1	<input type="checkbox"/> Debtor 2		
8. OPTIONAL FILER REFERENCE DATA						

**EXHIBIT A**  
**COLLATERAL**

**A) Software Assets:** All Broadway & Seymour Software including:

1. TouchPoint
  - Enterprise Services Layer (ESL)
  - Sales and Services (S&S)
  - Teller
2. Library of TouchPoint components as set forth in Schedule 1 attached hereto.
3. BANCStar Access
  - Processor
  - Generator: Platform and Teller
4. BANCStar Prism
  - Processor
  - Generator: Platform and Teller
5. BANCStar Prism New Accounts System
6. CRISP
  - Core Module: Infrastructure
  - Additional Modules: Profitability
  - Pricing
  - Sale
  - Credit Organization
  - Cash Management
  - External Reports
7. Gemini
8. Industry Standard Middleware Applications which support the software assets set forth in 1 through 7 above.

**B) Third-Party Software Assets** as set forth in Schedule 2 attached hereto

**(C) Trademarks**

<u>Trademark/Class</u>	<u>U.S App./Reg. Number</u>	<u>Filing/Reg. Date</u>
CREATING CUSTOMER CONNECTIONS/9, 37, 41, 42	75/345,521	August 22, 1997
CRISP/9	75/145,478	August 5, 1996
TOUCHPOINT/9, 41, 42	2,229,443	March 2, 1999
BANCSTAR/9	1,389,785	April 15, 1986
BROADWAY & SEYMOUR/42	1,902,045	July 27, 1995
"PLEXUS" Design/42	1,988,946	July 23, 1996
BANCSTAR PRISM/9	2,167,270	June 23, 1998
BROADWAY & SEYMOUR INFORMATION TECHNOLOGY SOLUTIONS (and Design)/42	2,040,921	February 25, 1997
LOAN MANAGER/9	1,466,257	November 24, 1987
BANCSTAR SPECTRUM/9	1,879,133	February 14, 1995
DESKSTAR/9	1,458,179	September 22, 1987
MRI/CRISP/9	1,523,324	February 7, 1989
LEARNINGPOINT/9, 41	76/057,595	May 26, 2000

**(D) Domain Names**

bsis.com

The Collateral also includes:

a) All of Debtor's registered copyrights listed in Section "A" above, Debtor's applications for copyright registrations listed in Section "A", all of Debtor's present and future copyrights that are not registered and that are included in the Collateral as well as all modifications and derivative works of such registered and unregistered copyrights created by or on behalf of Debtor (collectively, the "Copyrights"), together with all renewals and extensions of the Copyrights, the right to recover for all past, present, and future infringements of the Copyrights, and all manuscripts, documents, writings, tapes, disks, storage media, computer programs, computer databases, computer program flow diagrams, source codes, object codes and all tangible property embodying or incorporating the Copyrights.

b) All patents and patent applications, domestic or foreign, covering any process, method or invention incorporated or embodied in the Collateral (the "Patents"), all rights

to sue for past, present or future infringement thereof and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof;

c) All state (including common law), federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names (but excluding each application to register any trademark, service mark or other mark prior to the filing under applicable law of a verified statement of use (or the equivalent) for such trademark or service mark) listed in Section "C" (the "Trademarks"), whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof;

d) The entire goodwill of or associated with the businesses conducted by Debtor connected with and symbolized by any of the Trademarks; and

e) All intangible intellectual property of Debtor of any kind or nature, associated with or arising out of the Collateral and not otherwise described above.



**SCHEDULE 1 TO EXHIBIT A****LIBRARY OF TOUCHPOINT COMPONENTS**

2015642	ER Win Software Licenses	Located in Software Asset Library - Speciality
2015643	ER Win Software Licenses	Located in Software Asset Library - Speciality
2015644	ER Win Software Licenses	Located in Software Asset Library - Speciality
2015645	ER Win Software Licenses	Located in Software Asset Library - Speciality
2015646	ER Win Software Licenses	Located in Software Asset Library - Speciality
2015649	VS Enterprise OS/2 Upgrade	Located in Software Asset Library
2015650	Tuxedo Runtime and Dev. 6.1	Located in Software Asset Library - Speciality
2015653	20 Sessions for SNA PU2.1 V3XSparc Solari	Located in Software Asset Library - Speciality
2015655	Macromedia Authorware Professional Version	Located in Software Asset Library - Speciality
2015671	NT V4.0 Self Study Kit	Located in Software Asset Library
2015672	S-Designer V5.1 Data Architect	Located in Software Asset Library - Speciality
2015673	S-Designer V5.1 Data Architect	Located in Software Asset Library - Speciality
2015674	S-Designer V5.1 Data Architect	Located in Software Asset Library - Speciality
2015678	NT Server 4.0 W/10 Client Licenses	Located in Software Asset Library
2015679	PVMANAGER PVCS VERSION MANAGER	Located in Software Asset Library - Speciality
2015680	PVCONFIGBUILDER PVCS CONFIGURATION BUILDER	Located in Software Asset Library - Speciality
2015681	Visual SmalltalkEnterprises Windows NT	Located in Software Asset Library
2015682	Visual SmalltalkEnterprises Windows NT	Located in Software Asset Library
2015683	Visual SmalltalkEnterprises Windows NT	Located in Software Asset Library
2015684	VS Enterprises Windows NT	Located in Software Asset Library
2015685	PVCS Tracker	Located in Software Asset Library - Speciality
2015686	VS Enterprises Windows NT	Located in Software Asset Library
2015687	VS Enterprises Windows NT	Located in Software Asset Library
2015688	VS Enterprises Windows NT	Located in Software Asset Library
2015689	VS Enterprises Windows NT	Located in Software Asset Library
2015690	VS Enterprises Windows NT	Located in Software Asset Library
2015691	VS Enterprises Windows NT	Located in Software Asset Library
2015692	VS Enterprises Windows NT	Located in Software Asset Library
2015693	Tuxedo 6.0 SDK	Located in Software Asset Library - Speciality
2015694	MS Open LicenseWin 95	Located in Software Asset Library
2015695	Rational Rose/Java (node locked or NT	Located in Software Asset Library - Speciality
2015696	Rational Rose/ST(node locked or NT	Located in Software Asset Library - Speciality
2015699	Innovative ghost3.1 300 UserLicense	Located in Software Asset Library
2015700	Tuxedo 6.3 Developer Unix	Located in Software Asset Library - Speciality
2015701	Tuxedo 6.3 Developer Win NT	Located in Software Asset Library - Speciality
2015702	VS Enterprise Windows NT	Located in Software Asset Library
2015703	VS Enterprise Windows NT	Located in Software Asset Library
2015704	Intersolv PPVCSTrakcer 5.0 10pk License	Located in Software Asset Library - Speciality
2015705	Intersolv PPVCSTrakcer 5.0 10pk License	Located in Software Asset Library - Speciality
2015706	Intersolv PPVCSTrakcer 5.0 10pk License	Located in Software Asset Library - Speciality
2015707	Intersolv PPVCSTrakcer 5.0 10pk License	Located in Software Asset Library - Speciality
2015708	"Objective BlendVersion 1.1,"	Located in Software Asset Library - Speciality
2015709	Objective Grid/Java Version 1.1	Located in Software Asset Library
2015710	Tuxedo 6.3 Developer Unix	Located in Software Asset Library - Speciality
2015711	Tuxedo 6.3 Developer Unix	Located in Software Asset Library - Speciality

2015712	VS Enterprise Windows NT 3.11	Located in Software Asset Library
2015714	Rational/Rose /Smalltalk Windows 95/NT Floating License	Located in Software Asset Library - Speciality
2015715	Rational/Rose /Smalltalk Windows 95/NT Floating License	Located in Software Asset Library - Speciality
2015716	Rational/Rose /Smalltalk Windows 95/NT Floating License	Located in Software Asset Library - Speciality
2015717	Tuxedo 6.3 Developer Unix	Located in Software Asset Library - Speciality
2015718	SQL Srvr V6.5 W/10 Cal CD Wnt	Located in Software Asset Library - Speciality
2015719	Platinum SQL Station 3.1 w95/NT CD	Located in Software Asset Library - Speciality
2015720	Visual SmalltalkWindows NT	Located in Software Asset Library
2015721	Visual SmalltalkWindows NT	Located in Software Asset Library
2015722	Visual SmalltalkWindows NT	Located in Software Asset Library
2015723	MSDNUniversal Subscription Microsoft plat	Located in Software Asset Library
2015724	Rose 98 Enterprise Edition Floating License	Located in Software Asset Library - Speciality
2015725	Rose 98 Professional. Java Edition. Floating License	Located in Software Asset Library - Speciality
2015726	Rose 98 Professional. Java Edition. Floating License	Located in Software Asset Library - Speciality
2015727	RoseJava L	Located in Software Asset Library - Speciality
2015728	Rose 98 Enterprise Edition Floating License	Located in Software Asset Library - Speciality
2015729	Rose 98 Enterprise Edition Floating License	Located in Software Asset Library - Speciality
2015730	Rose 98 Enterprise Edition Floating License	Located in Software Asset Library - Speciality
2015731	Rose 98 Enterprise Edition Floating License	Located in Software Asset Library - Speciality
2015732	Rose 98 Enterprise Edition Floating License	Located in Software Asset Library - Speciality
2015733	Rose 98 Enterprise Edition Floating License	Located in Software Asset Library - Speciality
2015734	CD JBldr 2.0 C/SComp Upgrade	Located in Software Asset Library
2015735	CD JBldr 2.0 C/SComp Upgrade	Located in Software Asset Library
2015736	CD JBldr 2.0 C/SComp Upgrade	Located in Software Asset Library
2015737	CD JBldr 2.0 C/SComp Upgrade	Located in Software Asset Library
2015738	CD JBldr 2.0 C/SComp Upgrade	Located in Software Asset Library
2015739	CD JBldr 2.0 C/SComp Upgrade	Located in Software Asset Library
2015740	CD JBldr 2.0 C/SComp Upgrade	Located in Software Asset Library
2015741	CD JBldr 2.0 C/SComp Upgrade	Located in Software Asset Library
2015742	CD JBldr 2.0 C/SComp Upgrade	Located in Software Asset Library
2015743	CD JBldr 2.0 C/SComp Upgrade	Located in Software Asset Library
2015744	CD JBldr 2.0 C/SComp Upgrade	Located in Software Asset Library
2015745	CD JBldr 2.0 C/SComp Upgrade	Located in Software Asset Library
2015746	CD JBldr 2.0 C/SComp Upgrade	Located in Software Asset Library
2015747	CD JBldr 2.0 C/SComp Upgrade	Located in Software Asset Library
2015748	CD JBldr 2.0 C/SComp Upgrade	Located in Software Asset Library
2015749	CD JBldr 2.0 C/SComp Upgrade	Located in Software Asset Library
2015750	CD JBldr 2.0 C/SComp Upgrade	Located in Software Asset Library
2015751	CD JBldr 2.0 C/SComp Upgrade	Located in Software Asset Library
2015752	CD JBldr 2.0 C/SComp Upgrade	Located in Software Asset Library
2015753	CD JBldr 2.0 C/SComp Upgrade	Located in Software Asset Library
2015754	License Tuxedo 6.3 RTK 10 Use	Located in Software Asset Library - Speciality
2015756	"RequisitePro, Floating License"	Located in Software Asset Library - Speciality
2015757	"RequisitePro, Floating License"	Located in Software Asset Library - Speciality
2015758	"RequisitePro, Floating License"	Located in Software Asset Library - Speciality
2015759	"RequisitePro, Floating License"	Located in Software Asset Library - Speciality
2015760	Sunlink PTP Runtime 9.1	Located in Software Asset Library - Speciality
2015761	Hummingbird Exceed 6.1 10 UserW/Mnt Win/W	Located in Software Asset Library - Speciality
2015762	Hummingbird Exceed 6.1 5User W/Mnt Win/W9x	Located in Software Asset Library - Speciality
2015763	JCD JBldr 2.0 C/SComp Upgrade	Located in Software Asset Library

2015764	JCD JBldr 2.0 C/SComp Upgrade	Located in Software Asset Library
2015765	JCD JBldr 2.0 C/SComp Upgrade	Located in Software Asset Library
2015766	JCD JBldr 2.0 C/SComp Upgrade	Located in Software Asset Library
2015767	JCD JBldr 2.0 C/SComp Upgrade	Located in Software Asset Library
2015768	JCD JBldr 2.0 C/SComp Upgrade	Located in Software Asset Library
2015769	JCD JBldr 2.0 C/SComp Upgrade	Located in Software Asset Library
2015770	JCD JBldr 2.0 C/SComp Upgrade	Located in Software Asset Library
2015771	JCD JBldr 2.0 C/SComp Upgrade	Located in Software Asset Library
2015772	JCD JBldr 2.0 C/SComp Upgrade	Located in Software Asset Library
2015773	JCD JBldr 2.0 C/SComp Upgrade	Located in Software Asset Library
2015774	JCD JBldr 2.0 C/SComp Upgrade	Located in Software Asset Library
2015777	MS Office Pro UPGMOLP A45181	Located in Software Asset Library
2015778	Electrosion Gear 3.5 UNIX	Located in Software Asset Library
2015779	MS Win NT v4 CALUPG Lic (Qty150)	Located in Software Asset Library
2015780	MS Exchange SRVv5.5 (QTY 240)	Located in Software Asset Library
2015781	MS SMS SRV & 250Lic v2.0 w/CD/DOC	Located in Software Asset Library

**SCHEDULE 2 TO EXHIBIT A**

**THIRD-PARTY SOFTWARE ASSETS**

**COM Components**

- ...BsisAccess Component
- ...BsisAccountProfile Component
- ...BsisActStepProfile Component
- ...BsisActTaskProfile Component
- ...BsisAddressProfile Component
- ...BsisAlertProfile Component
- ...BsisApplicationContext Component
- ...BsisBankLookup Component
- ...BsisBankProfile Component
- ...BsisBusinessProcessLookup Component
- ...BsisCaseLookup Component
- ...BsisCaseProfile Component
- ...BsisCodeTablesLookup Component
- ...BsisCommunicationProfile Component
- ...BsisContactEventProfile Component
- ...BsisContactLookup Component
- ...BsisCustomerLocate Component
- ...BsisCustomerProfile Component
- ...BsisDesktopProfile Component
- ...BsisError Component
- ...BsisErrorCollection Component
- ...BsisFormat Component
- ...BsisGlobalDefaultsLookup Component
- ...BsisItemProfile Component
- ...BsisLinkNode Component
- ...BsisListValuesLookup Component
- ...BsisListValuesProfile Component
- ...BsisMessagesLookup Component
- ...BsisModuleProfile Component
- ...BsisNoteLookup Component
- ...BsisNoteProfile Component
- ...BsisNotificationProfile Component
- ...BsisNotificationsLookup Component
- ...BsisOpportunityInboxProfile Component
- ...BsisOpportunityProfile Component
- ...BsisProdCategoryLookup Component
- ...BsisProductCategoryProfile Component
- ...BsisProductLookup Component
- ...BsisProductProfile Component
- ...BsisProfileCollection Component
- ...BsisQueueItemsLookup Component
- ...BsisQueueLookup Component

- ...BsisRegionLookup Component
- ...BsisRegionProfile Component
- ...BsisRoleProfile Component
- ...BsisRS3Admin Component
- ...BsisRS3LinkNode Component
- ...BsisSessionProfile Component
- ...BsisStepLookup Component
- ...BsisStepProfile Component
- ...BsisSystemLog Component
- ...BsisTaskProfile Component
- ...BsisTodoNotebook Component
- ...BsisTodoProfile Component
- ...BSISToolBtnProfile Component
- ...BsisUserProfile Component
- ...BsisWorkstationProfile Component
- ...SimpleStore Component

**Interfaces**

**IBsisAccess Interface**

- ...Beep Method
- ...Clear Method
- ...ComputerName Property

**IBsisAccountProfile Interface**

- ...Profile Method
- ...AccountOwners Property
- ...AcctBalance Property
- ...AcctName Property
- ...AcctNbr Property
- ...AcctOwnership Property
- ...AcctStatus Property
- ...AcctType Property
- ...AsXML Property
- ...Context Property
- ...DetailLevel Property
- ...Errors Property
- ...FieldValue Property
- ...FieldValueCount Property
- ...ProductCode Property
- ...StatusDate Property

**IBsisActStepProfile Interface**

- ...ActivateStep Method
- ...ChangeStatus Method
- ...IncReprintCount Method
- ...ActivateFlag Property
- ...CaseIdentifier Property

- ...Context Property
- ...Errors Property
- ...Status Property
- ...StepIdentifier Property
- ...StepTypeFlag Property
- ...TaskIdentifier Property
- ...UserName Property

IBsisActTaskProfile Interface

- ...ActStepsAsXML Method
- ...Assign Method
- ...ChangeProcessingFlags Method
- ...Complete Method
- ...Lock Method
- ...AssignFlag Property
- ...CaseIdentifier Property
- ...Context Property
- ...Errors Property
- ...LockedByUser Property
- ...LockedByUserFirstName Property
- ...LockedByUserLastName Property
- ...LockedByUserMiddleName Property
- ...LockFlag Property
- ...OutcomeName Property
- ...ProcessingFlags Property
- ...Status Property
- ...TaskIdentifier Property
- ...UseDefaultCriteria Property
- ...UserName Property

IBsisAddressProfile Interface

- ...AsXML Property
- ...City Property
- ...Country Property
- ...CountyParish Property
- ...LineCount Property
- ...PostalCode Property
- ...State Property
- ...Street Property
- ...Street2 Property

IBsisAlertProfile Interface

- ...AsXML Property
- ...Icon Property
- ...Link Property
- ...Type Property

**IBsisApplicationContext Interface**

- ...AccessCheck Method
- ...ChangePassword Method
- ...CloseSession Method
- ...CreateSession Method
- ...EncryptPassword Method
- ...HostAccessCheck Method
- ...Logon Method
- ...Logout Method
- ...SelectSession Method
- ...ApplicationBuild Property
- ...ApplicationVersion Property
- ...ContextString Property
- ...Copyright Property
- ...CurrentSession Property
- ...CurrentUser Property
- ...CurrentWorkstation Property
- ...Errors Property
- ...LocationName Property
- ...Profiles Property
- ...Sessions Property
- ...UserName Property
- ...WorkstationName Property

**IBsisBankLookup Interface**

- ...Refresh Method
- ...Context Property
- ...Errors Property
- ...LookupByBankId Property
- ...LookupByBankNbr Property
- ...LookupByBankNbrXML Property
- ...TranslateBankId Property
- ...TranslateBankNbr Property

**IBsisBankProfile Interface**

- ...BankId Property
- ...BankNbr Property
- ...DescriptionText Property
- ...Regions Property

**IBsisBusinessProcessLookup Interface**

- ...LookupAsXML Method
- ...Context Property
- ...Errors Property

**IBsisCaseLookup Interface**

- ...LookupAsXML Method
- ...LookupCount Method

...Context Property  
 ...CustomerNbr Property  
 ...Errors Property  
 ...Status Property

## IBsisCaseProfile Interface

...Abandon Method  
 ...ActTasksAsXML Method  
 ...AsXML Method  
 ...Create Method  
 ...IsOkToAbandon Method  
 ...Profile Method  
 ...Progress Method  
 ...Update Method  
 ...AccountNbr Property  
 ...AssignedToUser Property  
 ...BusinessProcessAppletIsDeleted Property  
 ...BusinessProcessAppletName Property  
 ...BusinessProcessDescription Property  
 ...BusinessProcessIdentifier Property  
 ...BusinessProcessName Property  
 ...BusinessProcessPriority Property  
 ...BusinessProcessVersion Property  
 ...CaseComment Property  
 ...CaseIdentifier Property  
 ...CaseNote Property  
 ...CloseDate Property  
 ...Context Property  
 ...CreationDate Property  
 ...Creator Property  
 ...CreatorNameFirst Property  
 ...CreatorNameLast Property  
 ...CreatorNameMiddle Property  
 ...CustomerName Property  
 ...CustomerNbr Property  
 ...Errors Property  
 ...Items Property  
 ...LateDate Property  
 ...LobName Property  
 ...LocationName Property  
 ...MaxNumberOfRecords Property  
 ...notifyClose Property  
 ...notifyLate Property  
 ...notifyWarn Property  
 ...ParentCaseIdentifier Property  
 ...PrimaryFundsSource Property  
 ...Priority Property  
 ...ReferralIdentifier Property



- ...SessionIdentifier Property
- ...Status Property
- ...TaskHasStepsIndicator Property
- ...WarnDate Property

**IBsisCodeTablesLookup Interface**

- ...RefreshCodes Method
- ...Context Property
- ...Errors Property
- ...Lookup Property
- ...LookupXML Property
- ...Translate Property
- ...XMLLookup Property

**IBsisCommunicationProfile Interface**

- ...Add Method
- ...Remove Method
- ...Update Method
- ...AsXML Property
- ...CommunicationMethodId Property
- ...CommunicationTypeId Property
- ...CommunicationTypesAsXML Property
- ...Context Property
- ...Description Property
- ...Errors Property
- ...IsDefault Property
- ...ProspectNbr Property
- ...SpecialInstructions Property
- ...Type Property
- ...Value Property

**IBsisContactEventProfile Interface**

- ...Add Method
- ...AccountNbr Property
- ...AsXML Property
- ...BankNbr Property
- ...BusinessUnit Property
- ...CallId Property
- ...CommentText Property
- ...ContactId Property
- ...ContactName Property
- ...ContactNbr Property
- ...ContactOrigin Property
- ...Context Property
- ...CustomerName Property
- ...CustomerNbr Property
- ...CustomerSource Property
- ...DescriptionText Property

...EndDate Property  
 ...Errors Property  
 ...EventAmount Property  
 ...EventBankNbr Property  
 ...EventDate Property  
 ...EventEndDate Property  
 ...EventEndTime Property  
 ...EventEntryId Property  
 ...EventRegion Property  
 ...EventStartDate Property  
 ...EventStartTime Property  
 ...EventTime Property  
 ...LocationId Property  
 ...LogonName Property  
 ...NameFirst Property  
 ...NameLast Property  
 ...NameMiddle Property  
 ...NoteText Property  
 ...NumEvents Property  
 ...ProductCode Property  
 ...ProspectNbr Property  
 ...ReferralId Property  
 ...ReferralStatus Property  
 ...Region Property  
 ...RequestCount Property  
 ...ServerSpecialInstruction Property  
 ...SessionId Property  
 ...StartDate Property  
 ...SubjectCode Property  
 ...UserName Property  
 ...VruFlag Property  
 ...WfFolderId Property

IBsisContactLookup Interface

...Purge Method  
 ...AcctNbr Property  
 ...All Property  
 ...AllXML Property  
 ...BankNbr Property  
 ...BusinessUnit Property  
 ...CallId Property  
 ...CallIds Property  
 ...ContactId Property  
 ...ContactNbr Property  
 ...ContactOrigin Property  
 ...Context Property  
 ...CustomerNbr Property  
 ...CustomerSource Property

- ...DescriptionText Property
- ...DetailLevel Property
- ...EndDate Property
- ...EndTime Property
- ...Errors Property
- ...EventBankNbr Property
- ...EventEndDate Property
- ...EventEndTime Property
- ...EventEntryId Property
- ...EventRegion Property
- ...Events Property
- ...EventStartDate Property
- ...EventStartTime Property
- ...EventsXML Property
- ...FolderId Property
- ...MaxNumRcds Property
- ...ProspectNbr Property
- ...ReferralId Property
- ...Region Property
- ...ServerSpecialInstruction Property
- ...StartDate Property
- ...StartTime Property
- ...SubjectCode Property
- ...UserName Property
- ...VruFlag Property

IBsisCreateError Interface

- ...Init Method

IBsisCustomerLocate Interface

- ...SetExtendedFld Method
- ...AddressLine1 Property
- ...Bank Property
- ...BestDayToCall Property
- ...CommunicationTypeId Property
- ...Content Property
- ...Context Property
- ...CustomerName Property
- ...CustomerNumber Property
- ...CustomerType Property
- ...DayPhone Property
- ...Errors Property
- ...IsBusiness Property
- ...IsCustomer Property
- ...Locate Property
- ...LocateCustomers Property
- ...LocateCustomerXML Property
- ...MaxRecordCount Property

...NightPhone Property  
 ...Priority Property  
 ...Region Property  
 ...Tin Property

#### IBsisCustomerProfile Interface

...AddBlock Method  
 ...AddOpportunity Method  
 ...AddProspect Method  
 ...ChangeProspect Method  
 ...Clear Method  
 ...CommMethods Method  
 ...DeleteBlock Method  
 ...DeleteProductBlock Method  
 ...NullifyBlocks Method  
 ...NullifyOpportunities Method  
 ...Profile Method  
 ...SetExtendedFld Method  
 ...AccountRelationship Property  
 ...Accounts Property  
 ...AccountsXML Property  
 ...Addresses Property  
 ...AddressLine1 Property  
 ...AddressXML Property  
 ...Alerts Property  
 ...AlertsCountCollection Property  
 ...AlertsXML Property  
 ...AnnualSalary Property  
 ...AsSearchXML Property  
 ...AsXML Property  
 ...BankNbr Property  
 ...BestDayToCall Property  
 ...BirthDate Property  
 ...BranchNbr Property  
 ...CommunicationMethods Property  
 ...CommunicationMethodsXML Property  
 ...CommunicationTypeId Property  
 ...CommunicationXML Property  
 ...ComponentID Property  
 ...ContactHigh Property  
 ...ContactLow Property  
 ...Content Property  
 ...Context Property  
 ...CostCenter Property  
 ...CurrencyType Property  
 ...CustomerName Property  
 ...CustomerNbr Property  
 ...CustomerSince Property

...CustomerType Property  
 ...DateChanged Property  
 ...DateEmployed Property  
 ...DefaultPriority Property  
 ...EmailAddress Property  
 ...EmployedSince Property  
 ...EmployeeCount Property  
 ...EmployerName Property  
 ...Errors Property  
 ...EstablishedDate Property  
 ...ExtendedFld Property  
 ...FathersFirstName Property  
 ...Fax Property  
 ...FieldValue Property  
 ...FieldValueCount Property  
 ...FormatXML Property  
 ...IdentificationNumber Property  
 ...IndicatorComCustomer Property  
 ...IndicatorHasChildren Property  
 ...IndicatorMarried Property  
 ...IndicatorOwnsHome Property  
 ...IndicatorSelfEmployed Property  
 ...IndustryType Property  
 ...InternetAddress Property  
 ...IsBusiness Property  
 ...IsChild Property  
 ...IsCustomer Property  
 ...JobTitle Property  
 ...Language Property  
 ...LastNaDone Property  
 ...LicenseNbr Property  
 ...LicenseState Property  
 ...LongName Property  
 ...MaritalStatus Property  
 ...MCIFNumber Property  
 ...MothersMaidenName Property  
 ...NewAlertsCountCollection Property  
 ...Notes Property  
 ...NotesXML Property  
 ...OfficerNbrPrimary Property  
 ...OtherBirthDate Property  
 ...PrimaryContact Property  
 ...PrimaryLanguage Property  
 ...PrimaryPhone Property  
 ...ProfitabilityInd Property  
 ...ProspectCreatedBy Property  
 ...ProspectName Property  
 ...ProspectNbr Property

- ...ProspectRegion Property
- ...ProspectSicCode Property
- ...ProspectStatus Property
- ...ReferralCollection Property
- ...ReferralCount Property
- ...ReferralsXML Property
- ...Region Property
- ...RelationshipMgrUserName Property
- ...Salutation Property
- ...SearchAddressLine Property
- ...SecondaryPhone Property
- ...ShortName Property
- ...SICCode Property
- ...SpecialInstructions Property
- ...StockExchange Property
- ...StockSymbol Property
- ...Tin Property
- ...TtlAssets Property
- ...TtlLiabilities Property
- ...YearsInBusiness Property

IBsisDesktopProfile Interface

- ...Desktop Method
- ...Context Property
- ...DesktopDescription Property
- ...DesktopName Property
- ...Errors Property
- ...HasSoftPhone Property
- ...HasTickerTape Property
- ...QuickLookAppletName Property
- ...Toolbar Property

IBsisError Interface

- ...Category Property
- ...Code Property
- ...Description Property
- ...GUID Property
- ...HelpContext Property
- ...HelpFile Property
- ...ResolutionText Property
- ...Source Property

IBsisErrorCollection Interface

- ...Add Method
- ...Remove Method
- ...Count Property
- ...Item Property
- ...\_NewEnum Property

IBsisEvent Interface  
 ...DataChangeAlert Method

IBsisFormat Interface  
 ...Context Property  
 ...CurrencyFormatted Property  
 ...CurrentDateMmDdYyyy Property  
 ...CurrentDateYyyyMmDd Property  
 ...CutOffDateMmDdYyyy Property  
 ...CutOffDateYyyyMmDd Property  
 ...CutOffValue Property  
 ...DateMmDdYyyy Property  
 ...DateYyyyMmDd Property  
 ...RateFormatted Property

IBsisGlobalDefaultsLookup Interface  
 ...Refresh Method  
 ...Context Property  
 ...Errors Property  
 ...Lookup Property

IBsisItemProfile Interface  
 ...AsXML Method  
 ...Create Method  
 ...Lock Method  
 ...Profile Method  
 ...Remove Method  
 ...Update Method  
 ...AttachmentFileName Property  
 ...CaseIdentifier Property  
 ...Context Property  
 ...EncodeAttachmentFlag Property  
 ...Errors Property  
 ...ItemComment Property  
 ...ItemData Property  
 ...ItemFormat Property  
 ...ItemIdentifier Property  
 ...ItemLink Property  
 ...ItemType Property  
 ...KeyValList Property  
 ...LockedByUser Property  
 ...LockedByUserFirstName Property  
 ...LockedByUserLastName Property  
 ...LockedByUserMiddleName Property  
 ...LockFlag Property

**IBsisLinkNode Interface**

...transact Method  
 ...port Property  
 ...server Property  
 ...Trace Property

**IBsisListValuesLookup Interface**

...Refresh Method  
 ...Context Property  
 ...Errors Property  
 ...LookupForList Property  
 ...TranslateListKey Property  
 ...XMLLookup Property  
 ...XMLLookupUsers Property  
 ...XMLLookupUserTeams Property

**IBsisListValuesProfile Interface**

...ListKey Property  
 ...ListValue Property

**IBsisLookupExtension Interface**

...GetNextRecords Method  
 ...Lookup Method  
 ...LookupPreFill Method  
 ...LookupXMLStr Method

**IBsisMessagesLookup Interface**

...BrowseMessagesForUser Method  
 ...BrowseMessagesForWorkstation Method  
 ...MessagesLookupByUser Method  
 ...MessagesLookupByWorkstation Method

**IBsisModuleProfile Interface**

...ControlsAsXML Method  
 ...GetModule Method  
 ...OthersAsXML Method  
 ...PermissionsAsXML Method  
 ...AppletDescription Property  
 ...AppletId Property  
 ...AppletName Property  
 ...Context Property  
 ...Errors Property  
 ...FeatureDescription Property  
 ...FeatureId Property  
 ...FeatureName Property  
 ...FeatureSequence Property  
 ...FeatureValue Property  
 ...FeatureValueType Property



- ...IsDefault Property
- ...LimitParameter Property
- ...Max Property
- ...Min Property
- ...ModuleUsage Property
- ...OptionsAsXML Property
- ...PagesAsXML Property
- ...PermissionType Property
- ...PermissionValue Property
- ...PropertyType Property
- ...RoleDescription Property
- ...RoleId Property
- ...RoleName Property

IBsisNoteLookup Interface

- ...Context Property
- ...Errors Property
- ...LookupNote Property
- ...LookUpNoteXML Property
- ...NotesCount Property

IBsisNoteProfile Interface

- ...Add Method
- ...Remove Method
- ...AsXML Property
- ...ContactName Property
- ...Context Property
- ...CreatedBy Property
- ...Date Property
- ...Errors Property
- ...Identifier Property
- ...Key Property
- ...Subject Property
- ...Text Property
- ...Type Property

IBsisNotificationProfile Interface

- ...DeleteMessage Method
- ...Context Property
- ...Errors Property
- ...MessageIdentifier Property

IBsisNotificationsLookup Interface

- ...LookupAsXML Method
- ...CaseIdentifier Property
- ...Context Property
- ...Errors Property
- ...MaxNumberOfRecords Property

...OtherFilterName Property  
 ...OtherFilterValue Property

IBsisOpportunityInboxProfile Interface

...LookupReferralsXML Method  
 ...AssignedTo Property  
 ...AssignedToTeam Property  
 ...BankNumber Property  
 ...Blocks Property  
 ...BlocksAsXML Property  
 ...BlocksCount Property  
 ...CampaignName Property  
 ...Context Property  
 ...CreatedBy Property  
 ...CreationDate Property  
 ...DateFrom Property  
 ...DateTo Property  
 ...Errors Property  
 ...EstimatedValueFrom Property  
 ...EstimatedValueTo Property  
 ...GetReferrals Property  
 ...GetReferralsCollection Property  
 ...LocationName Property  
 ...LookupReferrals Property  
 ...MaxRecordCount Property  
 ...OtherFilterName Property  
 ...OtherFilterValue Property  
 ...Priority Property  
 ...ProbToClose Property  
 ...ProdCategory Property  
 ...Product Property  
 ...ProductIdNbr Property  
 ...ProspectNbr Property  
 ...Region Property  
 ...RoleName Property  
 ...Source Property  
 ...Stage Property  
 ...Status Property

IBsisOpportunityProfile Interface

...AssignReferral Method  
 ...UnAssignReferral Method  
 ...UpdateOpportunity Method  
 ...AcctName Property  
 ...AsXML Property  
 ...BankNbr Property  
 ...CallId Property  
 ...CampaignDescription Property

...CampaignName Property  
 ...CampaignPresentation Property  
 ...ChangedBy Property  
 ...CodeIdentifier Property  
 ...Context Property  
 ...CustomerNbr Property  
 ...DateChanged Property  
 ...DateCreated Property  
 ...DateSold Property  
 ...DescriptionText Property  
 ...Errors Property  
 ...EstimatedValue Property  
 ...EstimatedValueFrom Property  
 ...EstimatedValueTo Property  
 ...LocationName Property  
 ...Miscellaneous Property  
 ...OfferText Property  
 ...OpportunityNotes Property  
 ...OtherFilterName Property  
 ...OtherFilterValue Property  
 ...Priority Property  
 ...ProbToClose Property  
 ...ProdCategoryBankId Property  
 ...ProdCategoryRegionId Property  
 ...ProductCategory Property  
 ...ProductCategoryPresentation Property  
 ...ProductCode Property  
 ...ProductIdNbr Property  
 ...ProductPresentation Property  
 ...ProspectName Property  
 ...ProspectNbr Property  
 ...ReactivationDate Property  
 ...ReferralCreatedBy Property  
 ...ReferralId Property  
 ...ReferralStatus Property  
 ...RefLockedBy Property  
 ...Region Property  
 ...RetryCounter Property  
 ...RoleName Property  
 ...SalePotential Property  
 ...SaleValue Property  
 ...ScriptId Property  
 ...SellerName Property  
 ...ShortDescription Property  
 ...ShowInfo Property  
 ...SourceKey Property  
 ...Stage Property  
 ...StatusReason Property

- ...StatusText Property
- ...TeamName Property
- ...UserName Property

**IBsisProdCategoryLookup Interface**

- ...Refresh Method
- ...Context Property
- ...Errors Property
- ...Lookup Property
- ...ProdCatTreeAsXMLWithBankRegion Property
- ...ProductCategoryTreeAsXML Property
- ...XMLLookup Property

**IBsisProductCategoryProfile Interface**

- ...Children Property
- ...IsLeaf Property
- ...ParentProductCategory Property
- ...ProductCategory Property
- ...ProductCategoryDescription Property
- ...ProductCategoryId Property
- ...ProductCategoryPresentation Property
- ...ProductCount Property

**IBsisProductLookup Interface**

- ...Refresh Method
- ...Context Property
- ...Errors Property
- ...Lookup Property
- ...Translate Property
- ...XMLLookup Property

**IBsisProductProfile Interface**

- ...AcctName Property
- ...BankNbr Property
- ...CaseName Property
- ...ChargeCode Property
- ...DescriptionText Property
- ...InterestPlanNbr Property
- ...IsIntBearing Property
- ...LoanTypeId Property
- ...MaxTerm Property
- ...MinTerm Property
- ...MinToOpen Property
- ...ProductCategory Property
- ...ProductCode Property
- ...ProductId Property
- ...ProductOwnershipType Property
- ...ProductPresentation Property

- ...ProductSubCode Property
- ...RateSetCode Property
- ...Region Property
- ...ServiceChgType Property
- ...TermType Property
- ...WaiveCode Property

#### IBsisProfile Interface

- ...profileKey Property
- ...profileType Property

#### IBsisProfileCollection Interface

- ...Add Method
- ...AddV Method
- ...Find Method
- ...Remove Method
- ...Count Property
- ...Item Property
- ...ReverseItem Property
- ...\_NewEnum Property

#### IBsisProfileInit Interface

- ...Init Method

#### IBsisQueueItemsLookup Interface

- ...LookupAsXML Method
- ...AssignedToUser Property
- ...Context Property
- ...Errors Property
- ...IncludeInitiatedCases Property
- ...LineOfBusiness Property
- ...MaxNumberOfRecords Property
- ...OtherFilterName1 Property
- ...OtherFilterValue1 Property
- ...QueueName Property
- ...RoleName Property
- ...Status Property

#### IBsisQueueLookup Interface

- ...XMLLookupQueues Method
- ...Context Property
- ...Errors Property
- ...QueueType Property
- ...RoleName Property

#### IBsisRegionLookup Interface

- ...Refresh Method
- ...Context Property

- ...Errors Property
- ...LookupByBankNbr Property
- ...LookupByBankNbrXML Property
- ...LookupByRegionId Property
- ...TranslateRegion Property
- ...TranslateRegionId Property

**IBsisRegionProfile Interface**

- ...BankNbr Property
- ...DescriptionText Property
- ...Region Property
- ...RegionId Property

**IBsisRoleProfile Interface**

- ...DesktopDescription Property
- ...DesktopName Property
- ...IsDefault Property
- ...LastUpdated Property
- ...NameFirst Property
- ...NameLast Property
- ...NameMiddle Property
- ...RoleDescription Property
- ...RoleName Property

**IBsisRS3Admin Interface**

- ...AddHandler Method
- ...Reboot Method
- ...AccountName Property
- ...activeHandlers Property
- ...ConnectCount Property
- ...MaxInstances Property
- ...MinInstances Property
- ...Password Property
- ...TraceMode Property
- ...Workstation Property

**IBsisRS3LinkNode Interface**

- ...BrowseMessagesForUser Method
- ...BrowseMessagesForWorkstation Method
- ...MessagesLookupByUser Method
- ...MessagesLookupByWorkstation Method
- ...transact Method
- ...Trace Property
- ...transactionTime Property

**IBsisSessionProfile Interface**

- ...CreateEvent Method
- ...RecordEvent Method

- ...SelectCurrentCustomer Method
- ...SelectCurrentProspect Method
- ...CurrentCustomer Property
- ...Customers Property
- ...ElapsedSeconds Property
- ...Identity Property
- ...Name Property
- ...ResearchMode Property
- ...StartTimeStampString Property

IBsisStepLookup Interface

- ...LookupAsXML Method
- ...CaseIdentifier Property
- ...Context Property
- ...Errors Property
- ...NonActive Property
- ...TaskIdentifier Property

IBsisStepProfile Interface

- ...SetSequence Method
- ...Context Property
- ...Errors Property
- ...StepIdentifier Property
- ...StepSequence Property

IBsisSystemLog Interface

- ...Log Method

IBsisTaskProfile Interface

- ...OutcomesAsXML Method
- ...ProgressRolesAsXML Method
- ...Context Property
- ...Errors Property
- ...TaskIdentifier Property

IBsisTodoNotebook Interface

- ...AssignedToUser Property
- ...ContactNbr Property
- ...Context Property
- ...CustomerNbr Property
- ...DetailLevel Property
- ...EndDate Property
- ...Errors Property
- ...InboxID Property
- ...ItemStatus Property
- ...LookupTodos Property
- ...LookupTodosXML Property
- ...MaxRecords Property

- ...NarrowSearch Property
- ...OtherFilterName1 Property
- ...otherFilterName2 Property
- ...OtherFilterValue1 Property
- ...OtherFilterValue2 Property
- ...ProspectNbr Property
- ...ReferralID Property
- ...RoleName Property
- ...StartDate Property
- ...TodosCount Property
- ...UserName Property

IBsisTodoProfile Interface

- ...Add Method
- ...Assign Method
- ...Remove Method
- ...Update Method
- ...AssignedToUser Property
- ...AsXML Property
- ...ContactName Property
- ...ContactNbr Property
- ...Context Property
- ...CustomerName Property
- ...CustomerNbr Property
- ...DayPhone Property
- ...Description Property
- ...Duration Property
- ...Errors Property
- ...FolderID Property
- ...InboxID Property
- ...IsWarning Property
- ...ItemRetryCount Property
- ...ItemStatus Property
- ...ItemType Property
- ...NightPhone Property
- ...ProspectNbr Property
- ...ReferralID Property
- ...RoleName Property
- ...StartDate Property
- ...StartTime Property
- ...SubjectCode Property
- ...UserName Property
- ...WarnAllowance Property

IBSISToolBtnProfile Interface

- ...appletDescription Property
- ...appletName Property
- ...buttonIcon Property



...buttonSequence Property  
 ...buttonText Property  
 ...Context Property  
 ...isDefaultApplet Property  
 ...isTool Property  
 ...launchFlags Property  
 ...moduleUsage Property

IBsisUserProfile Interface

...AddrAreaCode Property  
 ...AddrCity Property  
 ...AddrCount Property  
 ...AddrLine1 Property  
 ...AddrPostalCode Property  
 ...AddrState Property  
 ...AgentID Property  
 ...AsXML Property  
 ...BankNbr Property  
 ...ChnlType Property  
 ...Context Property  
 ...Country Property  
 ...CurrentDesktop Property  
 ...DateHired Property  
 ...DefaultRole Property  
 ...DefaultRoleObject Property  
 ...DeliveryChnl Property  
 ...Department Property  
 ...EmpCreationDate Property  
 ...EmpCreator Property  
 ...EmployeeId Property  
 ...EmpModificationDate Property  
 ...EmpModifiedByName Property  
 ...EmpNumber Property  
 ...Errors Property  
 ...FirstName Property  
 ...GraceLogonsLeft Property  
 ...IsDefault Property  
 ...IsExpiring Property  
 ...IsSupervisor Property  
 ...IsTemporary Property  
 ...LastName Property  
 ...LocationName Property  
 ...LogonName Property  
 ...ManagerId Property  
 ...MgrFirstName Property  
 ...MgrLastName Property  
 ...MgrLogonName Property  
 ...MgrMiddleName Property

- ...PhoneCount Property
- ...PhoneNumber Property
- ...PwdExpires Property
- ...Region Property
- ...RoleCollection Property
- ...RoleCount Property
- ...RoleName Property
- ...ServiceErrorFld Property
- ...SupervisorFirstName Property
- ...SupervisorId Property
- ...SupervisorLastName Property
- ...SupervisorLogonAllowed Property
- ...SupervisorLogonName Property
- ...SupervisorMiddleName Property
- ...Tin Property
- ...Title Property
- ...UserDefaultCount Property
- ...UserDescription Property
- ...UserDisabled Property
- ...WorkstationExtentCount Property
- ...WorkstationName Property

**IBsisWorkstationProfile Interface**

**IEnumBsisError Interface**

- ...Clone Method
- ...Next Method
- ...Reset Method
- ...Skip Method

**IEnumBsisProfile Interface**

- ...Clone Method
- ...Next Method
- ...Reset Method
- ...Skip Method

**IManageStore Interface**

- ...CleanUp Method
- ...Contents Method
- ...Replicate Method
- ...Statistics Method

**ISimpleStore Interface**

- ...Remove Method
- ...Retreive Method
- ...Store Method

November 15, 2002

By U.S. Express Mail

Commissioner of Patent & Trademarks  
Box Assignments  
Washington, D.C. , 20231

**Re: WebTone Technologies, Inc. Security Agreement**

Commissioner:

Enclosed herewith is Form PTO-1594 (the "Form"), the fully executed Release of Security Agreement referenced therein regarding the release by Science Applications International Corporation of the conveyance from WebTone Technologies, Inc. of certain Trademarks and Trademark Applications referenced on Schedule A to the Form. Also enclosed is a check in the amount of \$340.00 in payment of the filing fee.

Please acknowledge receipt of Form PTO-1594, the Release of Security Agreement and the check by returning the enclosed copy of this letter in the self-addressed, postage paid envelope provided for that purpose.

If you have any questions regarding the enclosed documents, please call me immediately at (310) 551-4537. Thank you for your time and attention to this matter.

Sincerely,



Shelley Zasoski  
Legal Assistant

Enclosures

cc: Clara Martin  
Gian Brown

November 15, 2002

By U.S. Express Mail

Commissioner of Patent & Trademarks  
Box Assignments  
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Enclosures

cc: Clara Martin  
Gian Brown