

Form PTO-1594 (Rev. 03/01)

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

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

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

Tab settings

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

1. Name of conveying party(ies):

NewRiver, Inc.

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State MA, Other

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

2. Name and address of receiving party(ies)

Name: Silicon Valley Bank dba Silicon Valley East

Internal

Address:

Street Address: 3003 Tasman Drive

City: Santa Clara State: CA Zip: 95054

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State, Other California-Chartered Bank

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment, Merger, Security Agreement, Change of Name, Other

Execution Date: 12/22/03

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 2572921; 2391007; 2572922

Additional number(s) attached Yes No

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

Name: Christopher E. Kondracki

Internal Address:

Street Address: 2001 Jefferson Davis, Hwy.

Suite 505

City: Arlington State: VA Zip: 22202

6. Total number of applications and registrations involved:

12

7. Total fee (37 CFR 3.41): \$ 315.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

19-3545

DO NOT USE THIS SPACE

9. Signature.

Christopher E. Kondracki Name of Person Signing

[Signature] Signature

12/31/03 Date

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

26

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

CH \$315.00 193646 75634236

**Trademark Applications
Attachment for Item 4A**

Mark	Application Number
New River and Design	75/634,235
NewRiver	75/630,633
Wealthsense	78/124,731
Adaptive Case Engineering	76/118,390
Adaptive Case Engineering and Design	76/118,391
Executive Benefits Network	76/273,057
Miscellaneous Design	76/118,674
Rivenet	76/118,389
Rivenet.com and Design	76/133,566

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "IP Agreement") is made as of the 2nd day of December, 2003, by and between **NEWRIVER, INC.**, a Massachusetts corporation with its principal place of business at 200 Brickstone Square, 5th Floor, Andover, Massachusetts ("Grantor"), and **SILICON VALLEY BANK**, a California-chartered bank, with its principal place of business at 3003 Tasman Drive, Santa Clara, California 95054 and with a loan production office located at One Newton Executive Park, Suite 200, 2221 Washington Street, Newton, Massachusetts 02462, doing business under the name "Silicon Valley East" ("Lender").

RECITALS

A. Lender has agreed to make advances of money and to extend certain financial accommodations to Grantor (the "Loan"), pursuant to a certain Loan and Security Agreement dated as of December 22, 2003, between Grantor and Lender, as amended from time to time (as amended, the "Loan Agreement"). The Loan is secured pursuant to the terms of the Loan Agreement. Lender is willing to enter into certain financial accommodations with Grantor, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in certain Copyrights, Trademarks, Patents, and Mask Works, and other assets, to secure the obligations of Grantor under the Loan Agreement. Defined terms used but not defined herein shall have the same meanings as in the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Lender a security interest in all of Grantor's right title and interest, whether presently existing or hereafter acquired in, to and under all of the Collateral (as defined therein).

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged and intending to be legally bound, as collateral security for the prompt and complete payment when due of Grantor's Indebtedness (as defined below), Grantor hereby represents, warrants, covenants and agrees as follows:

1. Grant of Security Interest. As collateral security for the prompt and complete payment and performance of all of Grantor's present or future indebtedness, obligations and liabilities to Lender under the Loan Agreement (hereinafter, the "Indebtedness"), Grantor hereby grants a security interest in all of Grantor's right, title and interest in, to and under its registered and unregistered intellectual property collateral (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished, registered or unregistered, and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on EXHIBIT A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secret rights, including any rights to unpatented inventions, know-how, operating manuals, license rights and agreements, and confidential information, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights which may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on EXHIBIT B attached hereto (collectively, the "Patents");

(e) Any trademark and service mark rights, slogans, trade dress, and tradenames, trade styles, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on EXHIBIT C attached hereto (collectively, the "Trademarks");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on EXHIBIT D attached hereto (collectively, the "Mask Works");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights, including, without limitation those set forth on EXHIBIT E attached hereto; and

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Authorization and Request. Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks record this IP Agreement, and any amendments thereto, or copies thereof.

3. Covenants and Warranties. Grantor represents, warrants, covenants and agrees as follows:

(a) To Grantor's knowledge and except as set forth on the Perfection Certificate, Grantor is now the sole owner of the Intellectual Property Collateral, except for non-exclusive licenses granted by Grantor to its customers in the ordinary course of business.

(b) Performance of this IP Agreement does not conflict with or result in a breach of any material agreement to which Grantor is bound.

(c) During the term of this IP Agreement, Grantor will not transfer or otherwise encumber any interest in the Intellectual Property Collateral, except for non-exclusive licenses granted by Grantor in the ordinary course of business or as set forth in this IP Agreement or as otherwise permitted in the Loan Agreement;

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

(e) Grantor shall promptly advise Lender of any material adverse change in the composition of the Collateral, including but not limited to any subsequent ownership right of the Grantor in or to any Trademark, Patent, Copyright, or Mask Work specified in this IP Agreement;

(f) Grantor shall (i) protect, defend and maintain the validity and enforceability of the Trademarks, Patents, Copyrights, and Mask Works, (ii) use its best efforts to detect infringements of the Trademarks, Patents, Copyrights, and Mask Works and promptly advise Lender in writing of material infringements detected and (iii) not allow any Trademarks, Patents, Copyrights, or Mask Works to be abandoned, forfeited or dedicated to the public without the written consent of Lender, which shall not be unreasonably withheld, unless Grantor determines that reasonable business practices suggest that abandonment is appropriate.

(g) Grantor shall take such further actions as Lender may reasonably request from time to time to perfect or continue the perfection of Lender's interest in the Intellectual Property Collateral;

(h) This IP Agreement creates, and in the case of after acquired Intellectual Property Collateral, this IP Agreement will create at the time Grantor first has rights in such after acquired Intellectual Property Collateral, in favor of Lender a valid and perfected first priority security interest and collateral assignment in the Intellectual Property Collateral in the United States securing the payment and performance of the obligations evidenced by the Loan Agreement;

(i) To its knowledge, except for, and upon, the filing of UCC financing statements, or other notice filings or notations in appropriate filing offices, if necessary to perfect the security interests created hereunder, no authorization, approval or other action by, and no notice to or filing with, any U.S. governmental authority or U.S. regulatory body is required either (a) for the grant by Grantor of the security interest granted hereby, or for the execution, delivery or performance of this IP Agreement by Grantor in the U.S. or (b) for the perfection in the United States or the exercise by Lender of its rights and remedies thereunder;

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

(k) Grantor shall not enter into any agreement that would materially impair or conflict with Grantor's obligations hereunder without Lender's prior written consent, which consent shall not be unreasonably withheld.

(l) Upon any executive officer of Grantor obtaining actual knowledge thereof, Grantor will promptly notify Lender in writing of any event that materially adversely affects the value of any material Intellectual Property Collateral, the ability of Grantor to dispose of any material Intellectual Property Collateral of the rights and remedies of Lender in relation thereto, including the levy of any legal process against any of the Intellectual Property Collateral.

4. Lender's Rights. Lender shall have the right, but not the obligation, to take, at Grantor's sole expense, any actions that Grantor is required under this IP Agreement to take but which Grantor fails to take, after fifteen (15) days' notice to Grantor. Grantor shall reimburse and indemnify Lender for all reasonable costs and reasonable expenses incurred in the reasonable exercise of its rights under this section 4.

5. Inspection Rights. Grantor hereby grants to Lender and its employees, representatives and agents the right to visit, during reasonable hours upon prior reasonable written notice to Grantor, any of Grantor's plants and facilities that manufacture, install or store products (or that have done so during the prior six-month period) that are sold utilizing any of the Intellectual Property Collateral, and to inspect the products and quality control records relating thereto upon reasonable written notice to Grantor and as often as may be reasonably requested, but not more than once in every six (6) months; provided, however, nothing herein shall entitle Lender access to Grantor's trade secrets and other proprietary information.

6. Further Assurances; Attorney in Fact

(a) On a continuing basis, Grantor will, upon request by Lender, subject to any prior licenses, encumbrances and restrictions and prospective licenses, make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademarks Office and the Register of Copyrights, and take all such action as may reasonably be deemed necessary or advisable, or as requested by Lender, to perfect Lender's security interest in all Copyrights, Patents, Trademarks, and Mask Works and otherwise to carry out the intent and purposes of this IP Agreement, or for assuring and confirming to Lender the grant or perfection of a security interest in all Intellectual Property Collateral.

(b) In addition to section 6(a) above, Grantor shall not register any of its Copyrights or Mask Works with the Register of Copyrights without first executing and simultaneously registering an IP Agreement, in the identical form of this IP Agreement, with the Register of Copyrights, listing such Copyrights(s) on Exhibit A thereto and/or such Mask

Works on Exhibit D in order to protect and perfect Lender's security interest in such Copyrights or Mask Works. Promptly after such registration, Grantor shall forward to the Lender, at the address listed above, a copy of, and the original IP Agreement as filed with the Register of Copyrights,

(c) Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor, Lender or otherwise, from time to time in Lender's discretion, upon Grantor's failure or inability to do so, to take any action and to execute any instrument which Lender may deem reasonably necessary or advisable to accomplish the purposes of this IP Agreement, including:

(i) To modify, in its sole discretion, this IP Agreement without first obtaining Grantor's approval of or signature to such modification by amending Exhibit A, Exhibit B, Exhibit C, and Exhibit D hereof, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents, Trademarks or Mask Works acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents, Trademarks, or Mask Works in which Grantor no longer has or claims any right, title or interest; and

(ii) To file, in its sole discretion, one or more financing or continuation statements and amendments thereto, or other notice filings or notations in appropriate filing offices, relative to any of the Intellectual Property Collateral, without notice to Grantor, with all appropriate jurisdictions, as Lender deems appropriate, in order to further perfect or protect Lender's interest in the Intellectual Property Collateral.

7. Events of Default. The occurrence of any of the following shall constitute an Event of Default under this IP Agreement:

(a) An Event of Default occurs under the Loan Agreement; or any document from Grantor to Lender executed in connection therewith or relating thereto; or

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

8. Remedies. Upon the occurrence and continuance of an Event of Default, Lender shall have the right to exercise all the remedies of a secured party under the Massachusetts Uniform Commercial Code, including without limitation the right to require Grantor to assemble the Intellectual Property Collateral and any tangible property in which Lender has a security interest and to make it available to Lender at a place designated by Lender. Lender shall have a nonexclusive, royalty free license subject to the rights of third parties, if any, to use the Copyrights, Patents, Trademarks, and Mask Works to the extent reasonably necessary to permit Lender to exercise its rights and remedies upon the occurrence of an Event of Default. Grantor will pay any expenses (including reasonable attorney's fees) incurred by Lender in connection with the exercise of any of Lender's rights hereunder, including without limitation any expense incurred in disposing of the Intellectual Property Collateral. All of Lender's rights and remedies with respect to the Intellectual Property Collateral shall be cumulative.

9. Indemnity. Grantor agrees to defend, indemnify and hold harmless Lender and its officers, employees, and agents against: (a) all obligations, demands, claims, and liabilities claimed or asserted by any other party in connection with the transactions contemplated by this IP Agreement, and (b) all losses or expenses in any way suffered, incurred, or paid by Lender as a result of or in any way arising out of, following or consequential to transactions between Lender and Grantor, whether under this IP Agreement or otherwise (including without limitation, reasonable attorneys fees and reasonable expenses), except for losses arising from or out of Lender's gross negligence or willful misconduct.

10. Termination. At such time as Grantor shall completely satisfy all of the obligations secured hereunder, Lender shall execute and deliver to Grantor all releases, terminations, and other instruments as may be necessary or proper to release the security interest hereunder.

11. Course of Dealing. No course of dealing, nor any failure to exercise, nor any delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

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

13. Counterparts. This IP Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

14. Law and Jurisdiction. This IP Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts. GRANTOR ACCEPTS FOR ITSELF AND IN CONNECTION WITH ITS PROPERTIES, UNCONDITIONALLY, THE NON-EXCLUSIVE JURISDICTION OF ANY STATE OR FEDERAL COURT OF COMPETENT JURISDICTION IN THE COMMONWEALTH OF MASSACHUSETTS IN ANY ACTION, SUIT, OR PROCEEDING OF ANY KIND, AGAINST IT WHICH ARISES OUT OF OR BY REASON OF THIS AGREEMENT; PROVIDED, HOWEVER, THAT IF FOR ANY REASON LENDER CANNOT AVAIL ITSELF OF THE COURTS OF THE COMMONWEALTH OF MASSACHUSETTS, GRANTOR ACCEPTS JURISDICTION OF THE COURTS AND VENUE IN SANTA CLARA COUNTY, CALIFORNIA. NOTWITHSTANDING THE FOREGOING, THE LENDER SHALL HAVE THE RIGHT TO BRING ANY ACTION OR PROCEEDING AGAINST THE GRANTOR OR ITS PROPERTY IN THE COURTS OF ANY OTHER JURISDICTION WHICH THE LENDER DEEMS NECESSARY OR APPROPRIATE IN ORDER TO REALIZE ON THE COLLATERAL OR TO OTHERWISE ENFORCE THE LENDER'S RIGHTS AGAINST THE GRANTOR OR ITS PROPERTY.

GRANTOR AND LENDER EACH HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF ANY OF THE LOAN DOCUMENTS OR ANY OF THE TRANSACTIONS CONTEMPLATED THEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. EACH PARTY RECOGNIZES AND AGREES THAT THE FOREGOING WAIVER CONSTITUTES A MATERIAL INDUCEMENT FOR IT TO ENTER INTO THIS AGREEMENT. EACH PARTY REPRESENTS AND WARRANTS THAT IT HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL AND THAT IT KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL.

15. Confidentiality. In handling any confidential information, Lender shall exercise the same degree of care that it exercises for its own proprietary information, but disclosure of information may be made: (i) to Lender's subsidiaries or affiliates in connection with their present or prospective business relations with Grantor; (ii) to prospective transferees or purchasers of any interest in the Loans; (iii) as required by law, regulation, subpoena, or other order, (iv) as required in connection with Lender's examination or audit; and (v) as Lender considers appropriate in exercising remedies under this Agreement. Confidential information does not include information that either: (a) is in the public domain or in Lender's possession when disclosed to Lender, or becomes part of the public domain after disclosure to Lender; or (b) is disclosed to Lender by a third party, if Lender reasonably does not know that the third party is prohibited from disclosing the information.

EXECUTED as a sealed instrument under the laws of the Commonwealth of Massachusetts on the day and year first written above.

Address of Grantor:

GRANTOR:

200 Brickstone Square, 5th Floor
Andover, MA 01810

NEWRIVER, INC.

By: 

Name: LARRY C. RENFRO

Title: President + CEO

56120/783

807174.2

Exhibit "A" attached to that certain Intellectual Property Security Agreement dated December 27 2003.

EXHIBIT "A"

COPYRIGHTS

SCHEDULE A – ISSUED COPYRIGHTS

COPYRIGHT
DESCRIPTION

REGISTRATION
NUMBER

DATE OF
ISSUANCE

None

SCHEDULE B – PENDING COPYRIGHT APPLICATIONS

COPYRIGHT
DESCRIPTION

APPLICATION
NUMBER

DATE OF
FILING

DATE OF
CREATION

FIRST DATE
OF PUBLIC
DISTRIBUTION

None

SCHEDULE C – UNREGISTERED COPYRIGHTS (Where No Copyright Application is Pending)

COPYRIGHT
DESCRIPTION

DATE OF
CREATION

FIRST DATE
OF
DISTRIBUTION

DATE AND
RECORDATION
NUMBER OF IP
AGREEMENT WITH
OWNER OR
ORIGINAL
GRANTOR IF
AUTHOR OR
OWNER
OF COPYRIGHT
IS DIFFERENT
FROM GRANTOR

ORIGINAL
AUTHOR OR
OWNER OF
COPYRIGHT IF
DIFFERENT FROM
GRANTOR

Product marketing materials, technical diagrams and specifications documents, and enhancements or modifications to EDGAR documents

**Exhibit "B" to that certain Intellectual Property Security Agreement
dated December 22, 2003**

**NewRiver Patent Status
December 17, 2003**

Issued Patents

N00389.70002 family - "Mapping Compliance Information Into Usable Format"

United States Patent No. 6,122,635, issued 09/19/00
Australian Patent No.: 756,986, issued 5/15/03
European Patent No. 1,053,527, issued 7/9/03

N00389.70003 family - "Obtaining Consent for Electronic Delivery of Compliance Information"

Australian Patent No.: 757,083, issued 5/15/03

Pending Applications

N00389.70001 - "Method and System for Electronic Delivery of Sensitive Information"

United States Application No.: 09/989,240

N00389.70002 family - "Mapping Compliance Information Into Usable Format"

Canadian Application No.: 2320291
Japanese Application No.: 2000-531800

N00389.70003 family - "Obtaining Consent for Electronic Delivery of Compliance Information"

United States Application No.: 09/023,039
Canadian Application No.: 2320212
European Application No.: 99932528.5
Japanese Application No.: 2000-531801

N00389.70004 family - "Method and System for Tagging Financial Disclosure Data and Compliance Information"

Publication No.: US-2003-0204461-A1
United States Application No.: 10/135,834
PCT Application No.: US03/13559

N00389.70005 family - "Method and Apparatus for Providing Financial Transaction Data Via the Internet"

Publication No. 0056387-A1
United States Application No.: 09/785,630
Australian Application No.: 37023/01
Canadian Application No.: 2399291
Japanese Application No.: 2001-560912

N00389.70006 - "Obtaining Consent for Electronic Delivery of Compliance Information"

United States Application No.: 10/035,966

Exhibit "B" to that certain Intellectual Property Security Agreement
dated December ___, 2003

NewRiver Patent Status
December 17, 2003

N00389.70007 – "Method for Creating and Delivering Customized Securities Information"

United States Application No.: 60/482,317
U.S. provisional application filed 6/25/03. Non provisional due 6/25/04.
Application No. not yet received.

N00389.70009 – "System for Locating Data Elements within Originating Data Sources"

United States Application No.: 60/461,311
U.S. provisional application filed 4/8/03. Non provisional due 4/8/04.

N00389.70012 – "Methods and Apparatus for Managing Information Related to Securities"


United States Application No.: 60/495,303
U.S. provisional application filed 8/15/03. Non provisional due 8/15/04.

N00389.70013 – "Methods and Apparatus for Managing Information Related to Securities" (Supplemental
Provisional to N00389.70012)

United States Provisional Application No.: 60/510,702
U.S. provisional application filed 10/10/03. Non provisional due 10/11/04 (for supplemental
material only; for other material, non-provisional due 8/15/04).

Service Marks owned by NewRiver, Inc.
in the Name of NewRiver Canada Ltd.
** Marks handled and maintained by Isis Caulder at Bereskin & Barr on behalf of Mark Weseluck at NewRiver Canada Ltd.*

as of December 2003

Mark	Country	Serial No.	Filing Date	Services	Status
 NEW RIVER and design NewRiver	United States	75/634235	02/05/99	Financial reporting services for others online via a global computer network; electronic transmission of financial data and documents, namely, prospectuses, applications for offers of securities; additional information on fund performance; sticker updates and company reports; Document management services for others, namely, acquisition, conversion to electronic format, warehousing and ongoing maintenance of documents; computer services, namely, design, planning, assessment and implementation of electronic communication to investors for the brokerage, mutual fund and insurance industries in Class 42	Suspended pending disposition of S. B. Management Corporation's NEW RIVER 75/455595 and One Valley Bancorp of West Virginia's NEW RIVER BANKING & TRUST 1490498
NEW RIVER	United States	75/630633	01/29/99	Financial document distribution services for others, namely distributing prospectuses, applications, statements of additional information, sticker updates and company reports on diskette, CD-ROM and over local, national and global computer information networks; online financial disclosure information services; online information gathering services; call center and sales desk services for others in Class 42	Suspended pending disposition of S. B. Management Corporation's NEW RIVER 75/455595 and One Valley Bancorp of West Virginia's NEW RIVER BANKING & TRUST 1,490,498
WEALTHSENSE	United States	78/124731	04/29/02	Administration of retirement and employee benefit plan services offered over the internet in Class 36	Statement of Use accepted

TRADEMARK

Exhibit "C" attached to that certain Intellectual Property Security Agreement dated December __, 2003

*Service Marks owned by New River, Inc.
 * in the Name of New River Canada Ltd.
 * Marks handed and maintained by Isis Caulder at Bereskin & Barr on behalf of Mark Weseluck at New River Canada Ltd.*

as of December 2003

<u>Mark</u>	<u>Country</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Services</u>	<u>Status</u>
CONSENT EXPRESS * *	Canada	TMA577429	03/13/03	Financial reporting services for others online via a global computer network; electronic transmission of financial data and documents, namely, prospectuses, applications for offers of securities, additional information on fund performance, sticker updates and company reports; document management services for others, namely, acquisition, conversion to electronic format, warehousing and ongoing maintenance of documents; design, planning, assessment and implementation of electronic communication to investors for the brokerage, mutual fund and insurance industries, obtaining permission from investors to deliver documents and information electronically	Renewal due 03/13/18
CONSENT EXPRESS	European Community	001955350	07/30/02	Document management services for others, namely, acquisition, conversion to electronic format, warehousing and ongoing maintenance of documents; obtaining permission from investors to deliver documents and information electronically in Class 35; Financial reporting services for others online via a global computer network; electronic transmission of financial data and documents, namely, prospectuses, applications for offers of securities, additional information on fund performance, sticker updates and company reports in Class 36; Computer services, namely, design, planning, assessment and implementation of electronic communication to investors for the brokerage, mutual fund and insurance industries in Class 42	Renewal due 11/15/10
CONSENT EXPRESS	Hong Kong	B08359/2003	06/20/03	Computer services and design of electronic communication to investors for the brokerage, mutual fund and insurance industries in Class 42	Renewal due 06/19/07

TRADEMARK

Exhibit "C" attached to that certain Intellectual Property Security Agreement dated December __, 2003

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 * in the Name of NewRiver Canada Ltd.
 * Marks handled and maintained by Isis Caulder at Bereskin & Barr on behalf of Mark Weseluck at NewRiver Canada Ltd.*

as of December 2003

<u>Mark</u>	<u>Country</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Services</u>	<u>Status</u>
CONSENT EXPRESS	Japan	4645323	02/21/03	Providing clerical work in relation to electronic conversion of documents in Class 35; Provision of financial related information via the internet in Class 36; Provision of financial related electronically converted documents via the internet in Class 41	Renewal due 02/21/13
CONSENT EXPRESS	Switzerland	491052	12/12/01	Compilation and arrangement of data in computer databases, namely acquisition, conversion to electronic format, warehousing and ongoing maintenance of documents in Class 35 Electronic transmission of financial reports, financial data, and documents, namely prospectuses, applications for offers of securities, additional information on fund performance, sticker updates and company reports in Class 38 Computer counseling, technical support and design of computer software for design, planning, assessment and implementation of electronic communication to investors for the brokerage, mutual fund and insurance industries; obtaining permission from investors to deliver documents and information electronically in Class 42	Renewal due 11/17/10

TRADEMARK

REEL: 002771 FRAME: 0894

Exhibit "C" attached to that certain Intellectual Property Security Agreement dated December __, 2003

Service Marks owned by NewRiver, Inc.

in the Name of NewRiver Canada Ltd.

** Marks handled and maintained by Ishi Caulder at Bereskin & Barr on behalf of Mark Weseluck at NewRiver Canada Ltd.*

as of December 2003

Mark	Country	Reg. No.	Reg. Date	Services	Status
CONSENT EXPRESS	United States	2572921	05/28/02	Document management services for others, namely, acquisition and ongoing maintenance of documents in the financial field; business marketing services, namely, obtaining permission from individuals on behalf of others to advise the others that it is appropriate for them to deliver financial and marketing information electronically in Class 35 Financial reporting services in Class 36 Electronic transmission of financial data and documents, namely, prospectuses, applications for offers of securities, additional information on fund performance, sticker updates, and company reports in Class 38 Document data transfer and physical conversion of financial data and documents from one media to another in Class 40 Data warehousing in the financial field in Class 42	Section 8 Affidavit due 05/28/08
N and design *	Canada	TMA578233	03/26/03	Financial reporting services for others online via a global computer network; electronic transmission of financial data and documents, namely, prospectuses, applications for offers of securities, additional information on fund performance, sticker updates and company reports; call center and sales desk services for others, namely distributing copies of financial data and documents on behalf of others in Class 42	Renewal due 03/26/18




Exhibit "C" attached to that certain Intellectual Property Security Agreement dated December __, 2003

Service Marks owned by NewRiver, Inc.

[^] *in the Name of NewRiver Canada Ltd.*

** Marks handled and maintained by Isis Caulder at Bereskin & Barr on behalf of Mark Weseluck at NewRiver Canada Ltd.*

as of December 2003

Mark	Country	Reg. No.	Reg. Date	Services	Status
N and design 	United States	2391007	10/03/00	Call center and sales desk services for others, namely, distributing copies of financial data and documents on behalf of others in Class 35 Financial reporting services for others online via a global computer network; electronic transmission of financial data and documents, namely, prospectuses, applications for offers of securities, additional information on fund performance, sticker updates and company reports; document management services for others, namely, acquisition, conversion to electronic format, warehousing and ongoing maintenance of documents; computer services, namely, design, planning, assessment and implementation of electronic communication to investors for the brokerage, mutual fund and insurance industries in Class 42	Section 8 Affidavit due 10/03/06
NEWRIVER * ^	Canada	TMA576416	02/26/03	Financial reporting services for others online via a global computer network; electronic transmission of financial data and documents, namely, prospectuses, applications for offers of securities, additional information on fund performance, sticker updates and company reports; document management services for others, namely, acquisition, conversion to electronic format, warehousing and ongoing maintenance of documents; computer services, namely, design, planning, assessment and implementation of electronic communication to investors for the brokerage, mutual fund and insurance industries in Class 42	Renewal due 02/26/18


TRADEMARK

Service Marks owned by NewRiver, Inc.

^ in the Name of NewRiver Canada Ltd.

** Marks handled and maintained by Isis Caulder at Bereskin & Barr on behalf of Mark Weseluck at NewRiver Canada Ltd.*

as of December 2003

<u>Mark</u>	<u>Country</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Services</u>	<u>Status</u>
NEWRIVER and design * ^ 	Canada	TMA576404	02/25/03	Financial reporting services for others online via a global computer network; electronic transmission of financial data and documents, namely, prospectuses, applications for offers of securities, additional information on fund performance, sticker updates and company reports; document management services for others, namely, acquisition, conversion to electronic format, warehousing and ongoing maintenance of documents; computer services, namely, design, planning, assessment and implementation of electronic communication to investors for the brokerage, mutual fund and insurance industries in Class 42	Renewal due 02/25/18
PROSPECTUS EXPRESS * ^	Canada	TMA577117	03/07/03	Financial reporting services for others online via a global computer network; electronic transmission of financial data and documents, namely, prospectuses, applications for offers of securities, additional information on fund performance, sticker updates and company reports; document management services for others, namely, acquisition, conversion to electronic format, warehousing and ongoing maintenance of documents; computer services, namely, design, planning, assessment and implementation of electronic communication to investors for the brokerage, mutual fund and insurance industries in Class 42	Renewal due 03/07/18

TRADEMARK

REEL: 002771 FRAME: 0897

Exhibit "C" attached to that certain Intellectual Property Security Agreement dated December __, 2003

Service Marks owned by NewRiver, Inc.

in the Name of NewRiver Canada Ltd.

** Marks handled and maintained by Isis Caulder at Bereskin & Barr on behalf of Mark Weseluck at NewRiver Canada Ltd.*

as of December 2003

<u>Mark</u>	<u>Country</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Services</u>	<u>Status</u>
PROSPECTUS EXPRESS	European Community	001953983	03/06/03	Document management services for others, namely, acquisition, conversion to electronic format, warehousing and ongoing maintenance of documents; obtaining permission from investors to deliver documents and information electronically in Class 35; Provision of financial data and documents by electronic means, namely, electronic transmission of financial data and documents, namely, prospectuses, applications for offers of securities, additional information on fund performance, sticker updates and company reports; financial reporting services for others online via a global computer network in Class 36; Computer services, namely, design, planning, assessment and implementation of electronic communication to investors for the brokerage, mutual fund and insurance industries in Class 42	Renewal due 11/15/10
PROSPECTUS EXPRESS	Hong Kong	B08358/2003	06/20/03	Document management services for others in Class 42	Renewal due 06/19/07
PROSPECTUS EXPRESS	Japan	4645324	02/21/03	Providing clerical work in relation to electronic conversion of documents in Class 35; Provision of financial related information via the Internet in Class 36; Provision of financial related electronically converted documents via the internet in Class 41	Renewal due 02/21/13

TRADEMARK

REEL: 002771 FRAME: 0898

Exhibit "C" attached to that certain Intellectual Property Security Agreement dated December __, 2003

Service Marks owned by NewRiver, Inc.

[†] *in the Name of NewRiver Canada Ltd.*

** Marks handled and maintained by Isis Caulder at Bereskin & Barr on behalf of Mark Weseluck at NewRiver Canada Ltd.*

as of December 2003

<u>Mark</u>	<u>Country</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Services</u>	<u>Status</u>
PROSPECTUS EXPRESS	Switzerland	495702	03/14/02	Compilation and arrangement of data in computer databases, namely acquisition, conversion to electronic format, warehousing and ongoing maintenance of documents in Class 35 Electronic transmission of financial reports, financial data, and documents, namely prospectuses, applications for offers of securities, additional information on fund performance, sticker updates and company reports in Class 38 Computer counseling, technical support and design of computer software for design, planning, assessment and implementation of electronic communication to investors for the brokerage, mutual fund and insurance industries; obtaining permission from investors to deliver documents and information electronically in Class 42	Renewal due 11/17/10
PROSPECTUS EXPRESS	United States	2572922	05/28/02	Document management services for others, namely, acquisition and ongoing maintenance of documents in the financial field in Class 35 Financial reporting services in Class 36 Electronic transmission of financial data and documents, namely, prospectuses, applications for offers of securities, additional information on fund performance, sticker updates, and company reports in Class 38 Document data transfer and physical conversion of financial data and documents from one media to another in Class 40 Data warehousing in the financial field in Class 42	Section 8 Affidavit due 05/28/08

TRADEMARK

Abandoned Service Marks owned by NewRiver, Inc.

in the Name of *Rivenet.com, Inc.*
 * in the Name of *NewRiver Canada Ltd.*

* Marks handled and maintained by *Istis Caulder at Bereskin & Barr* on behalf of *Mark Weseluck at NewRiver Canada Ltd.*
 as of December 2003

Mark	Country	No.	Date	Services	Status
ADAPTIVE CASE ENGINEERING	European Community	1918499	10/23/00	Development and marketing of financial and insurance products, employee benefit and executive compensation plans, including marketing such products and plans over a global computer network; providing communication and technical support services for insurance companies, agents, brokers and other marketing financial, insurance, employee benefit and executive compensation plans, including providing such information and services over a global communications network in Class 36	Expressly abandoned 03/13/02
ADAPTIVE CASE ENGINEERING #	European Community	001920214	04/12/02	Promotion of financial and insurance products, employee benefit and executive compensation plans, including the promotion of such products and plans over a global computer network in Class 35; Development of financial and insurance products, employee benefit and executive compensation plans; technical support services in the form of provision of financial information (also over a global communication network) to insurance companies, agents, brokers, sponsors and employees in Class 36; Providing user access to a web site where financial plans can be set up, compared and calculated, this service being rendered to insurance companies, agents, brokers, sponsors and employees in Class 38	Abandoned per A. Magary 09/23/03 Renewal due 10/23/10

TRADEMARK

Abandoned Service Marks owned by NewRiver, Inc.

in the Name of Rivenet.com, Inc.
 * in the Name of NewRiver Canada Ltd.

* Marks handled and maintained by Isis Caulder at Bereskin & Barr on behalf of Mark Weseluck at NewRiver Canada Ltd.

as of December 2003

Mark	Country	No.	Date	Services	Status
ADAPTIVE CASE ENGINEERING AND DESIGN #	European Community	001917392	04/12/02	Promotion of financial and insurance products, employee benefit and executive compensation plans, including the promotion of such products and plans over a global computer network in Class 35; Development of financial and insurance products, employee benefit and executive compensation plans; technical support services in the form of provision of financial information (also over a global communication network) to insurance companies, agents, brokers, sponsors and employees in Class 36; Providing user access to a web site where financial plans can be set up, compared and calculated, this service being rendered to insurance companies, agents, brokers, sponsors and employees in Class 38	Abandoned per A. Magary 09/23/03 Renewal due 10/23/10
ADAPTIVE CASE ENGINEERING	United States	76/118390	08/26/00	Consultation services in the field of design, implementation and administration of employee benefit, executive compensation that are informally funded using financial and insurance products that may be offered over a global computer network; providing an online computer database that enables insurance companies, agents, brokers, and other marketing, financial, insurance, employee benefits and executive compensation plans to obtain information concerning such plans and to exchange information concerning such plans and plan participants over a global communications network in Class 36	Abandoned per A. Magary 09/23/03

TRADEMARK

Abandoned Service Marks owned by NewRiver, Inc.

* *in the Name of NewRiver.com, Inc.*
 * *in the Name of NewRiver Canada Ltd.*

* *Marks handled and maintained by Isis Caulder at Bereskin & Barr on behalf of Mark Wesseluck at NewRiver Canada Ltd.*

as of December 2003

Mark	Country	No.	Date	Services	Status
ADAPTIVE CASE ENGINEERING AND DESIGN	United States	76/118391	08/26/00	Consultation services in the field of design, implementation and administration of employee benefits and executive compensation plans that are informally funded using financial and insurance products, that may be offered over a global computer network; providing an online computer database that enables insurance companies, agents, brokers and others marketing financial, insurance, employee benefits and executive compensation plans to obtain information concerning such plans and to exchange information concerning such plans with plan sponsors and plan participants over a global communications network in Class 36	Abandoned per A. Magary 09/23/03
EXECUTIVE BENEFITS NETWORK	United States	76/273057	06/18/01	Financial planning, investment and insurance services and designing, offering and marketing financial and insurance products, including offering such services and products over the Internet in Class 36	Abandoned
MISCELLANEOUS DESIGN #	European Community	001918630	05/21/02	Promotion of financial and insurance products, employee benefit and executive compensation plans, including the promotion of such products and plans over a global computer network in Class 35; Development of financial and insurance products, employee benefit and executive compensation plans; technical support services in the form of provision of financial information (also over a global communication network) to insurance companies, agents, brokers, sponsors and employees in Class 36; Providing user access to a web site where financial plans can be set up, compared and calculated, this service being rendered to insurance companies, agents, brokers, sponsors and employees in Class 38	Abandoned per A. Magary 03/20/03




TRADEMARK

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in the Name of Rivenet.com, Inc.
 * in the Name of NewRiver Canada Ltd.

* Marks handled and maintained by Isis Caulder at Bereskin & Barr on behalf of Mark Weseluck at NewRiver Canada Ltd.

as of December 2003

Mark	Country	No.	Date	Services	Status
MISCELLANEOUS DESIGN 	United States	76/118674	08/29/00	Consultation services in the field of design, implementation and administration of employee benefits and executive compensation plans that are informally funded using financial and insurance products, that may be offered over a global computer network; providing an online computer database that enables insurance companies, agents, brokers and others marketing financial, insurance, employee benefits and executive compensation plans to obtain information concerning such plans and to exchange information concerning such plans with plan sponsors and plan participants over a global communications network in Class 36	Abandoned per A. Magary 03/20/03
RIVENET #	European Community	001921717	03/22/02	Marketing of financial and insurance products, employee benefit and executive compensation plans, including marketing such products and plans over a global computer network in Class 35; Development of financial and insurance products, employee benefit and executive compensation plans; insurance and financial services; insurance and financial consultancy; information services relating to insurance and financial matters in Class 36	Abandoned per A. Magary 03/20/03
RIVENET	United States	76/118389	08/26/00	Consultation services in the field of design, implementation and administration of employee benefits and executive compensation plans that are informally funded using financial and insurance products, that may be offered over a global computer network; providing an online computer database that enables insurance companies, agents, brokers and others marketing financial, insurance, employee benefits and executive compensation plans to obtain information concerning such plans and to exchange information concerning such plans with plan sponsors and plan participants over a global communications network in Class 36	Abandoned per A. Magary 03/20/03

TRADEMARK



Abandoned Service Marks owned by NewRiver, Inc.

in the Name of Rivenet.com, Inc.

* in the Name of NewRiver Canada Ltd.

* Marks handled and maintained by Isis Caulder at Bereskin & Barr on behalf of Mark Weseluck at NewRiver Canada Ltd.

as of December 2003

Mark	Country	No.	Date	Services	Status
RIVENET.COM and design # 	European Community	001918572	03/22/02	Promotion of financial and insurance products, employee benefit and executive compensation plans, including the promotion of such products and plans over a global computer network in Class 35; Development of financial and insurance products, employee benefit and executive compensation plans; technical support services in the form of provision of financial information (also over a global communication network) to insurance companies, agents, brokers, sponsors and employees in Class 36; Providing user access to a web site where financial plans can be set up, compared and calculated, this service being rendered to insurance companies, agents, brokers, sponsors and employees in Class 38	Abandoned per A. Magary 03/22/03
RIVENET.COM and design 	United States	76/133566	09/22/00	Consultation services in the field of design, implementation and administration of employee benefits and executive compensation plans that are informally funded using financial and insurance products, that may be offered over a global computer network; providing an online computer database that enables insurance companies, agents, brokers and others marketing financial, insurance, employee benefits and executive compensation plans to obtain information concerning such plans and to exchange information concerning such plans with plan sponsors and plan participants over a global communications network in Class 36	Abandoned

TRADEMARK

Exhibit "D" attached to that certain Intellectual Property Security Agreement dated December 22, 2003.

EXHIBIT "D"

MASK WORKS

<u>MASK WORK DESCRIPTION</u>	<u>COUNTRY</u>	<u>SERIAL NO.</u>	<u>REG. NO.</u>	<u>STATUS</u>
None				

Exhibit "E" attached to that certain Intellectual Property Security Agreement dated December 20, 2003.

EXHIBIT "E"

LICENSES

Exclusive License to DST to Distribute Prospectus Express to listed DST Clients

Exclusive License to ADP to Distribute Prospectus Express to the brokerage industry in the US and Canada

Non-Exclusive Licenses to Customers and their clients to use NewRiver products