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(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)
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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):
Ontario Corporation

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State Indiana
 Other _____

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

2. Name and address of receiving party(ies)
Name: OSC Acquisition, LLC
Internal Address: _____
Street Address: 1150 West Kilgore Avenue
City: Muncie State: IN Zip: 47305

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other Limited Liability Company

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 License Agreement _____

Execution Date: 08/05/2003

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) 76/344,942
76/344,887; 76/347,088

Additional number(s) attached Yes No

B. Trademark Registration No.(s) _____

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Randeel Sibul-Gelbert
Internal Address: _____
Street Address: Baker & Daniels
300 North Meridian Street, Suite 2700
City: Indianapolis State: IN Zip: 46204

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41).....\$ 90.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
Additional Fees may be charged to Deposit Account No. 02-0390

DO NOT USE THIS SPACE

9. Signature.
Randeel Sibul-Gelbert Randeel J. Gelbert August 8, 2003
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 7

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08/13/2003 LNUPELLER 00000130 76344942

01 FC:0521 40.00 DP
02 FC:0522 50.00 DP

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

TRADEMARK
REEL: 002801 FRAME: 0168

LICENSE AGREEMENT

This License Agreement ("Agreement") is entered into effective as of August 5, 2003 (the "Effective Date"), by and between Ontario Corporation, an Indiana corporation ("Licensor"), and OSC Acquisition, LLC, a Delaware limited liability company ("Licensee").

RECITALS

A. Licensor is the owner of the trademarks, together with goodwill associated therewith set forth in Exhibit A (the "Licensed Marks"):

B. Licensee desires to obtain an exclusive license to use the ONTARIO SYSTEMS mark in connection with all legitimate business purposes;

C. Licensee desires to obtain an exclusive license to use the O Design and ONTARIO (Stylized) marks in connection with computer software in the nature of programs for database management, report generation, document management and resource planning in fields including but not limited to accounting, collections, education, finance, human resources, insurance, medical, real estate and telecommunications; computer software manuals, in both paper and electronic form; temporary use of online, nondownloadable software in the same fields via a global computer network; and associated services, namely, customization, installation, repair and maintenance of computer software, and training in the use of the software; and

D. The use of the Licensed Marks described in Sections B and C above shall be the "Licensed Uses."

In consideration of the mutual covenants, undertakings, and promises contained herein, and other good and valuable consideration, the receipt of which the parties hereby acknowledge, the parties agree as follows:

ARTICLE I. SCOPE OF LICENSE

1.1 License Grant. Licensor grants to Licensee a limited, exclusive, perpetual, royalty free, fully paid license for the sole purpose of using the ONTARIO SYSTEMS mark as set forth in Section B of the RECITALS section; a limited, exclusive, perpetual, royalty free, fully paid license for the sole purpose of using the O Design and ONTARIO (Stylized) mark as set forth in Section C of the RECITALS section; and, the right to use the Licensed Marks in connection with Licensee's business name and/or trade name ("License"). Licensor shall not use or license another to use the term "Systems" in connection with the term "Ontario." Licensee shall only use the Licensed Mark, ONTARIO (Stylized) U.S. Ser. No. 76/344,887 and CTM App. No. 2, 746,949 followed by the term "Systems" such that it will always read "ONTARIO SYSTEMS." All rights in and to the Licensed Marks other than the rights specifically granted herein are reserved to Licensor.

1.2 Trademark Rights and Goodwill. Licensee recognizes and acknowledges that the Licensed Marks and all rights therein and goodwill pertaining thereto belong exclusively to Licensor and that all rights and goodwill resulting from Licensee's use of the Licensed Marks inure to the benefit of Licensor.

1.3 Registration and Recordation by Licensor. Licensor shall continue to prosecute the applications identified in Exhibit A for Licensed Marks, provided, however, that (i) the Licensor shall not be obligated to appeal a United States Patent and Trademark Office primary examiner's decision that a Licensed Mark(s) is not entitled to registration; and, (ii) the Licensor may, at any time, in its sole discretion, abandon any application for any of the Licensed Marks. The Licensor shall timely inform the Licensee of any decision by Licensor, pursuant to either this Section 1.3, Section 2.3 or Section 2.6, of Licensor's intent to either: (1) abandon the Licensed Marks; (2) not pursue an appeal of a primary examiner's decision that a Licensed Mark is not entitled to registration; (3) bring or terminate any proceedings against a third party, including infringement and/or unfair competition proceedings, involving the Licensed Marks; or, (4) not defend an administrative proceeding involving a Licensed Mark. The Licensee shall then have the right to continue the prosecution, maintenance, and/or infringement suit relating to the Licensed Mark or Marks, at the Licensee's sole cost, and with counsel of Licensee's choosing. In the event Licensor intends to abandon its ONTARIO SYSTEMS mark, including Application nos. 76/347,088 (United States) and 1,143,351 (Canada), and/or any resulting registrations therefrom, whether by express abandonment, failure to respond to a primary examiner's office action, failure to pursue an appeal of a primary examiner's decision, or any other act or failure to act, then Licensor shall transfer and assign all right, title and interest to the ONTARIO SYSTEMS mark(s), and the goodwill associated therewith, to Licensee. Licensee agrees to cooperate in Licensor's efforts to seek registration of the Licensed Marks, as requested by Licensor. With respect to the ONTARIO SYSTEMS mark(s), if assigned to Licensee pursuant to this Section 1.3, Licensor agrees to cooperate in Licensee's efforts to seek and/or maintain registration of same. If, in Licensor's opinion, it is advisable to record Licensee as a permitted user of the Licensed Marks, then Licensee shall execute any documents that may be submitted to Licensee for this purpose.

ARTICLE II. QUALITY CONTROL

2.1 Quality Control Standard. Licensee's use of the Licensed Marks shall be in a commercially acceptable and responsible manner, quality, and sufficient style to protect the value of the Licensed Marks and the goodwill associated therewith, and is subject to the requirements of this Article 2. Licensee recognizes the value of the Licensed Marks and goodwill pertaining thereto which, notwithstanding use by Licensee, shall be and remain the property of Licensor during the term of this Agreement, and, subject to Section 1.1, this Agreement shall not restrict Licensor's right to use and/or license the Licensed Marks in any way. Licensee shall not do anything inconsistent with Licensor's ownership of the Licensed Marks, including, without limitation, challenging the validity of a Licensed Mark or variation thereof used by Licensor or its other licensees, other than a challenge of the use of a Licensed Mark or Marks, or variation thereof, by Licensor or any licensee in a manner inconsistent with Section 1.1. Licensee shall not file any application to register the Licensed Marks, in whole or in part, or any mark that is confusingly similar to the Licensed Marks, unless the ONTARIO SYSTEMS mark(s) is assigned to Licensee pursuant to Section 1.3.

2.2 (a) Maintenance by Licensee. Licensor is familiar with Licensee's current business, and the manner in which Licensee has been using the Licensed Marks in commerce, and hereby approves the continued use in commerce by Licensee of the Licensed Marks in a manner generally consistent with the manner in which Licensee has used the Licensed Marks in the past, provided the Licensed Marks are not used in a disparaging or illegal manner or in any way that reduces the value of the Licensed Marks and the goodwill associated therewith, in any material respect ("Past Uses"). For all uses beyond the scope of Past Uses, Licensee shall: (i) cooperate with Licensor exercising its control of the nature and quality of

the use of the Licensed Marks; and (ii) supply Licensor with specimens of uses of the Licensed Marks for approval by Licensor and such specimens shall be deemed approved if Licensor does not object to them in writing within ten (10) business days of their receipt.

2.3 Infringement. Licensee shall notify Licensor of any unauthorized use of the Licensed Marks by others as such information comes to Licensee's attention. Licensor shall have the sole right and discretion to bring any proceedings, including infringement and/or unfair competition proceedings, involving the Licensed Marks, subject to Section 1.3.

2.4 Indemnification by Licensor. Licensor shall indemnify and hold harmless Licensee, and Licensee's shareholders, officers, employees, agents and representatives, from any and all claims, actions, losses, liabilities, judgments, awards, and costs, including reasonable attorneys' fees, legal fees, costs, and expenses, that may arise out of the Licensor's unauthorized use of the Licensed Marks

2.5 Indemnification by Licensee. Licensee shall indemnify and hold harmless Licensor, and Licensor's shareholders, officers, employees, agents and representatives, from any and all claims, actions, losses, liabilities, judgments, awards, and costs, including reasonable attorneys' fees, legal fees, costs, and expenses, that may arise out of the Licensee's unauthorized use of the Licensed Marks. Licensee shall indemnify and hold harmless Licensor, and Licensor's shareholders, officers, employees, agents and representatives, from any and all claims, actions, losses, liabilities, judgments, awards, and costs, including reasonable attorneys' fees, legal fees, costs, and expenses, that may arise out of use of the Licensed Marks beyond the scope of the goods and services in the existing applications and/or registrations.

2.6 Assignment of Licensed Marks. Subject to Section 1.3, in the event that Licensor decides that it no longer desires to maintain and/or own any of the Licensed Marks, then Licensor shall offer to sell the unwanted Licensed Mark(s) and the goodwill associated therewith to Licensee prior to offering it to another third party, so long as Licensee has continuously used the subject Licensed Mark and is using it at the time of Licensor's decision to sell. If Licensor later desires to again use a Licensed Mark that has been sold to Licensee, the parties will negotiate in good faith a new license agreement therefor, at that time.

ARTICLE III. MISCELLANEOUS

3.1 Confidentiality of Information. Each party shall have a duty to regard and preserve as confidential any nonpublic information related to the business of the other party that may be obtained from any source as a result of this Agreement or otherwise, including information respecting trade secrets, proprietary information, plans for advertising, promotions, or marketing, and other information that may be provided to it.

3.2 Uniqueness of Licensed Marks; Equitable and Legal Relief. Each party recognizes that the Licensed Marks possess a special, unique, and extraordinary character that makes difficult the assessment of monetary damages that the other party might sustain by an unauthorized use. Each party recognizes and agrees that irreparable injury would be caused by such party for such unauthorized use and that injunctive and other relief, in law and equity, would be appropriate in the event of a breach of this Agreement.

3.3(a) Limited Transferability. The rights and the obligations granted by the License in this Agreement are personal and, except as set forth in Section 3.3(b), Licensee shall not delegate its duties or assign, sublicense, pledge, or otherwise affect the Licenses, without the prior written consent of the Licensor, which consent shall not be unreasonably withheld or delayed, and any attempted affect without such consent shall be void. This Section 3.3(a) shall not apply to the sale of Licensee's entire business as an ongoing concern.

3.3(b) Notwithstanding Section 3.3(a), Licensor hereby (i) acknowledges and consents to the assignment, sublicense and pledge of the License by the Licensee to Wells Fargo Foothill, Inc., in its capacity as agent (the "Agent") for the lenders (the "Lenders") party to that certain Loan and Security Agreement, dated as of August 5, 2003 (as amended, restated or otherwise modified from time to time, the "Loan Agreement"), by and among the Licensee, the Agent and the Lenders, and (ii) agrees, that upon the occurrence and during the continuance of an Event of Default (as defined in the Loan Agreement), the Agent may exercise all of its rights and remedies as provided in the Loan Agreement and the other Loan Documents in respect of its interest in the License.

3.4 Notice. Any notice required under the terms of this Agreement shall be in writing and shall be sent by registered mail, return receipt requested, addressed to the party at the address set forth below:

<p>Licensor: Jan Abbs Ontario Corporation 123 East Adams Street Muncie, Indiana 47305 765-741-7402 JAbbs@ontario.com</p>	<p>Licensee: Donald Engel OSC 1150 West Kilgore Avenue Muncie, Indiana 47305 765-751-7012 Done@ontario.com</p>
<p>Copy to: Angela M. Fifelski ICE MILLER One American Square Indianapolis, Indiana 46282 317-236-2146 fifelski@icemiller.com</p>	<p>Copy to: David C. Worrell BAKER & DANIELS 300 North Meridian Street, Suite 2700 Indianapolis, Indiana 46204 317-237-1110 David.Worrell@bakerd.com</p>

3.5 Waiver of Rights. The failure of a party to insist upon strict adherence to any provision of this Agreement shall not be considered or deemed to be a waiver or considered or deemed to deprive that party of the right thereafter to insist upon strict adherence to that provision or any other provision of this Agreement.

3.6 Complete Agreement; No Oral Modification; Severability; Surviving Provisions. This Agreement is a complete statement of all agreements between the parties with respect to its subject matter. Except as otherwise expressly provided herein, any amendment, modification, alteration, change, or waiver must be in writing and signed by both parties (or, in the case of a waiver only, by the party to be charged therewith). If any provision of this Agreement is for any reason declared to be invalid or unenforceable, the validity of the remaining provisions shall not be affected thereby. This

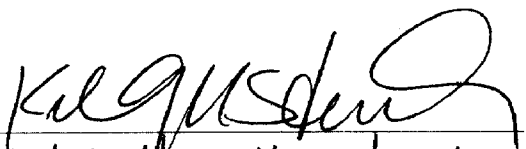
Agreement shall be construed without regard to any presumption or any other rule requiring construction against the party causing this Agreement or any part thereof to be drafted.

3.7 Governing Law. All questions concerning this Agreement, the rights and obligations of the parties thereunder, the enforcement thereof, and the validity, effect, interpretation, and construction thereof, shall be governed by and determined under the internal laws of the state of Indiana without regard to conflict of laws principles, except that any questions governed by the trademark statutes of the United States of America shall be governed by and determined under such statutes. Licensor and Licensee hereby submit to and agree to the exclusive jurisdiction and venue of the state and federal courts of the state of Indiana for the resolution of any dispute or controversy that may arise hereunder, and agree that neither will resort to the courts or other governmental agencies of any other jurisdiction for the resolution of any such dispute or controversy.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the Effective Date.

Ontario Corporation

OSC Acquisition, LLC

By: 
Name: Kelly N Stanley
Title: President

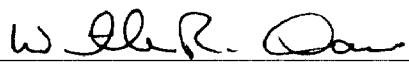
By: 
Name: Wilbur R. Davis
Title: CHAIRMAN

EXHIBIT A

O DESIGN ONLY

CANADA <u>Application No.:</u> 1,142,835 <u>Status:</u> Initial refusal issued, Office Action pending.	EUROPEAN UNION <u>Application No.:</u> 2,746,931 <u>Status:</u> Initial refusal issued, Office Action pending.	UNITED STATES <u>Application No.:</u> 76/344,942 <u>Status:</u> Opposed by Castel, Inc. Opposition No. 91156263.
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ONTARIO (Stylized) (Licensee's use is limited to using mark only in front of the term "Systems.")

EUROPEAN UNION <u>Application No.:</u> 2,746,949 <u>Status:</u> Response to initial Office Action filed.	UNITED STATES <u>Application No.:</u> 76/344,887 <u>Status:</u> Initial refusal issued, Office Action pending.
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ONTARIO SYSTEMS

CANADA <u>Application No.:</u> 1,143,351 <u>Status:</u> Initial refusal issued, Office Action pending.	UNITED STATES <u>Application No.:</u> 76/347,088 <u>Status:</u> Initial refusal issued, Office Action pending.
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