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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.

<p>1. Name of conveying party(ies): Ivis Incorporated</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State <input type="checkbox"/> Other incorporated in Nevada</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies) Name: Data Design Associates, Inc. Internal Address: Address: Street Address: P. O. Box 33704 City: Raleigh State: NC Zip: 27636-3704</p> <p><input type="checkbox"/> Individual(s) citizenship <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State North Carolina <input type="checkbox"/> Other</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other two Bills of Sale - dated 1/10/2003</p> <p>Execution Date: 1/10/2003</p>	<p>4. Application number(s) or registration number(s): A. Trademark Application No.(s) _____ B. Trademark Registration No.(s) 2020720, 2054369</p> <p>Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>5. Name and address of party to whom correspondence concerning document should be mailed: Name: Neal B. Wolgin Internal Address: Hutchison & Mason PLLC Street Address: 3110 Edwards Mill Road Suite 100 City: Raleigh State: NC Zip: 27612</p>	<p>6. Total number of applications and registrations involved: 2</p> <p>7. Total fee (37 CFR 3.41).....\$ 65.00 <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number:</p> <p style="text-align: right;">2003 DEC 22 AM 8:19 SPR/FINANCE</p>
<p style="text-align: center;">DO NOT USE THIS SPACE</p> <p>9. Signature. Name of Person Signing: Neal B. Wolgin Signature: Date: December 22, 2003</p> <p>Total number of pages including cover sheet, attachments, and document: 12</p>	

12/30/2003 6TON11 00000124 2020720

01 FC:0021
02 FC:0522

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

TRADEMARK REEL: 002889 FRAME: 0048

STATE OF NORTH CAROLINA

BILL OF SALE

COUNTY OF WAKE

THIS BILL OF SALE made this the 10th day of January, 2003, by and between IVIS, INCORPORATED, a chapter 11 debtor in Case Number: 02-02898-5-ATS, United States Bankruptcy Court for the Eastern District of North Carolina, (hereinafter referred to as "Seller"), and ACQO, INC., (hereinafter referred to as "Buyer").

WITNESSETH:

That for and in consideration of the sum of \$6,450,000, that shall be credited to the secured claim of the Buyer, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Seller does hereby sell, assign, convey, transfer, and deliver to Buyer the assets listed on Exhibit A attached hereto and incorporated by reference (hereafter the "Assets"). This sale has been approved by the Bankruptcy Court as reflected in the order attached as Exhibit B.

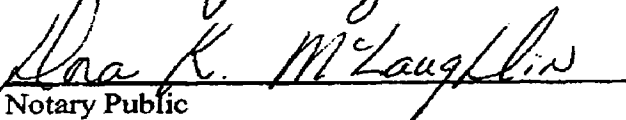
It is understood that the Seller herein is only selling whatever right, title and interest in the Assets that it may own and the Buyer is purchasing the Assets "as is, where is" without any warranty of any kind or nature.

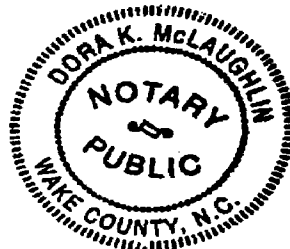
TO HAVE AND TO HOLD the said goods, chattels, assets, rights and privileges unto the said buyer, its successors and assigns, forever.

IN WITNESS WHEREOF, this Bill of Sale has been duly executed, in accordance with authority duly given as aforesaid, this the day and year first above written.


Jerold D. Burgon, President
IVIS, INCORPORATED

SWORN to and subscribed before me
this 10 day of January, 2003.


Notary Public



My Commission Expires: Nov 30, 2005

EXHIBIT A

All of IVIS, Incorporated's ("IVIS") right title and interest in and to:

- (a) all of the Equipment, General Intangibles, Inventory, Accounts, and all other items of personal and real property,
- (b) all proceeds and products of the foregoing, in whatever form, including cash, negotiable instruments, and other evidences of indebtedness,
- (c) all chattel paper, security agreements UCC filings or other documents securing indebtedness to IVIS,
- (d) all rights of IVIS in, to and under any reseller agreements, the IVIS PSC license agreements VAR agreements, government contract numbers or rights, asset purchase agreements, sublicense or re-license agreements, licenses or maintenance agreements,
- (e) all of the right title and interest of IVIS in and to all goods or other property represented by or securing any of the Accounts, including all goods or other property that may be reclaimed or repossessed from or returned by debtors of IVIS,
- (f) all of the rights of IVIS as an unpaid seller, including stoppage in transit, detinue and reclamation,
- (g) all additional claims, causes of action, amounts, damages or rights of action owed to IVIS from any person or debtor of IVIS, whether or not such additional amounts damages or rights of action have been specifically set out herein,
- (h) all guarantees, or other agreements or property securing or relating to any of the items referred to in (a) above,
- (i) all instruments, documents, shares of stock or other securities, including but not limited to the common stock of IVIS PSC, cash, property, deposit accounts, and the proceeds of any of the foregoing, owned by IVIS or in which IVIS has an interest,
- (j) all ledgers, records, books of account, files, documents, diagrams, blueprints, drawings, computer data, instruments, devices, tapes, and electronic data processing or other software, and
- (k) all rights and claims of IVIS against third parties for breach of confidentiality or non-competition duties, misuse or misappropriation of intellectual property, or damage to or loss or destruction of any of the foregoing, including any proceeds, accounts, contract rights, chattel paper and general intangibles arising out of any sale, license, lease or other disposition or misuse of the foregoing.

For these purposes, the term "Accounts" means and includes all of IVIS' present and future rights to payment for goods, merchandise, inventory, licenses, maintenance, or other property sold, rented, provided or leased or for services rendered, including, without limitation, those which are not evidenced by instruments contracts or chattel paper, and whether or not they have been earned by performance, all accounts of IVIS as defined in the Uniform Commercial Code, accounts receivable, contract rights, royalty fees, license charges, rental fees renewal charges, maintenance fees, and other receivables, and rights to the payment of money arising under or in connection with the licenses, servicing or maintenance of any materials under software license agreements, proprietary system software usage and service agreements, consulting agreements, and other contracts together with all contact rights under such agreements, all other obligations or indebtedness owed to IVIS from whatever source arising, all guarantees of any of the foregoing, and all security therefore; all of the right title and interest of IVIS in and with respect to any of the good services or property which gave rise to or which secure any of the foregoing and all insurance policies and proceeds relating thereto.

For these purposes, "Equipment" means and includes all equipment of IVIS as defined in the Uniform Commercial Code, including but not limited to all furniture, fixtures, machinery and equipment of any kind and all substitutions and replacements thereof and accessories and parts therefore, all whether now owned or hereafter acquired, but does not include equipment leased by IVIS from third parties.

For these purposes, "General Intangibles" means and includes all general intangibles of IVIS as defined in the Uniform Commercial Code, as well as all goodwill, patents, utility patents, patent and utility patent applications, patent cooperative treaty applications, formulae, blueprints, proprietary and confidential information and processes, trademarks, service marks, licenses, franchises, reseller agreements, beneficial interests in trusts, joint venture interests, partnership interests, rights to tax refunds, pension plan overfundings, literary rights, copyrights (whether assigned to IVIS or original to IVIS), copyrighted software works, and any existing adaptation or version thereof, certificates of registration of any of the foregoing, and the right to make derivative works or to perform consulting with respect to such software works or copyrighted material and other intellectual property of IVIS, and other contractual rights of IVIS. General Intangibles does not include leases of real or personal property.

For these purposes "Inventory" means all inventory as defined in the Uniform Commercial Code of IVIS, including without limitation all goods merchandise and other personal property of IVIS, wherever located and whether or not in transit, which are held for sale or lease, or are furnished under any contract or service by IVIS, or are raw materials, work in progress, finished goods, supplies or materials used or consumed in the business of IVIS, and all products thereof.

Provided, however, that nothing in the foregoing shall constitute or be construed as transferring or buying or selling or assigning any of IVIS' interest in or to any leases of real or personal property, any consulting agreement with BSMG, RHI, Finley Group, Robert Reuss, or other individual or entity, any agreement for professional services to be provided to IVIS or paid for by IVIS, whether legal, accounting or other.

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF NORTH CAROLINA
RALEIGH DIVISION

FILED

DEC 23 2002

PEGGY B. DEANS, CLERK
U.S. BANKRUPTCY COURT
EASTERN DISTRICT OF N.C.

IN RE: CHAPTER 11
IVIS INCORPORATED, INC. CASE NO.: 02-02898-5-ATS
(Tax ID # 56-1978988)

**ORDER APPROVING COMPROMISE
OF ADVERSARY PROCEEDING**

This matter came on to be heard upon the Motion of IVIS Incorporated, Inc., Debtor and plaintiff in the adversary proceeding captioned "IVIS Incorporated, Plaintiff, vs. ACQO, Incorporated, and Data Design Associates, Inc., Defendants," Adversary Proceeding No. S-02-00145-5-AP in this case (the "Adversary Proceeding"), pursuant to Bankruptcy Rule 9019, for an order granting it authority to compromise and settle the Adversary Proceeding, as set forth in the Motion and in the Settlement Agreement attached to the Motion as Exhibit A. Objections to the Motion were filed by Highwoods Properties, Inc. and Davis McAlister and Angel Ferrer. Upon a review of the record, the arguments of counsel, and due consideration of the objections filed, the Court makes the following findings of fact and conclusions of law:

1. The Debtor filed its voluntary petition for relief under Chapter 11 of the Bankruptcy Code on September 20, 2002 and continues in possession of its property and operation of its business, jointly with ACQO, Incorporated ("ACQO"), as a debtor in possession pursuant to sections 1107 and 1108 of the Bankruptcy Code.

2. The Debtor, a North Carolina corporation, is engaged in the business of licensing business operations software and of selling computer and software consulting services to private and public customers throughout the United States. The Debtor was incorporated in Nevada and has its offices in Raleigh, North Carolina.

3. The Debtor's operations are being maintained by Data Design Associates ("DDA"), a North Carolina corporation, at the Debtor's offices, under contract with the Debtor's secured creditor, AQCO, Inc. DDA employs approximately 25 employees, most of whom are former employees of the Debtor, in administrative, sales, and software related positions.

4. During the recent period from March, 1998 to September 2002, the Debtor's sales fell from approximately 11 million per year to less than 5 million per year, as its primary source of revenue, which was client annual maintenance fees for IVIS software products, decreased and IVIS was unable to adequately develop new products, services or customers.

5. Despite layoffs and reorganization, the Debtor's efforts to revitalize its business remained unsuccessful, and it failed to service its debt to The Provident Bank ("Provident"), its principal lender, for almost two years prior to September 2002.

cc: Gardner to serve, B.A.

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6. Over an extended period of time, Provident and the Debtor negotiated without success to restructure the loans. In July, 2002, Provident declared the Debtor's loans in default and assigned its rights in the loans (the "Loan Documents") to AQCO, Inc., a company founded by IVIS' founder and President until March of 1998, Schaefer P. O'Neill.

7. AQCO thereafter exercised its rights pursuant to the Loan Documents to vote the shares of Jerold Burgon, Davis McAlister and Linda Patenaude, together with the shares of other shareholders cumulating over 90% of the shares of the Debtor, to remove the Board of Directors of the Debtor, namely Linda Patenaude, Jerold Burgon, Wilma Burgon (hereinafter referred to as the "Former Board of Directors"), and to reconstitute the Board and replace prior officers and management.

8. On September 13, 2002, acting as a secured creditor to gather and protect its collateral, and with the permission of the Debtor's new Board and management, AQCO entered the Debtor's premises in Raleigh, North Carolina, began to assemble and secure its collateral, and retained DDA to manage the assets while they were being marshaled for sale.

9. On September 20, 2002, members of the Former Board of Directors of the Debtor, through Mr. Jerold Burgon, the Debtor's former president, authorized and instituted this Chapter 11 case, and the Adversary Proceeding seeking preliminary injunctive relief against AQCO and DDA and, inter alia, to prohibit them from maintaining possession and control of the Debtor's assets and business. The Debtor also sought authority to use cash collateral securing AQCO's claim. On the petition date, the balance owed to AQCO under the Loan Documents was approximately \$12 million.

10. AQCO filed a motion for dismissal of the Debtor's Chapter 11 case, on the ground that Mr. Burgon and his management team lacked authority to file the case since they were no longer officers or Directors of the Debtor. The Former Board of Directors dispute the legality of the action taken by AQCO to remove them from the Board.

11. All pending motions were calendared for hearing on September 30, 2002. However, the Court was unwilling to hold full hearings on the motions on an expedited basis and without additional discovery and additional time for hearings. The Court encouraged the parties to reach an interim operating agreement. The diligent efforts of counsel and the parties resulted in the entry, on November 5, 2002, of a Consent Order Establishing Interim Operating Agreement Pending Hearing on Motion to Dismiss, and /or Obtain Relief from Stay, Motion for Preliminary Injunction, and Motion for Use of Cash Collateral in this matter (the "Consent Order"), which provided inter alia, for Mr. Burgon to resume employment at the Debtor's offices, for payment of certain budgeted operating expenses using cash collateral, and for the Debtor to be relieved of interim procedural requirements, such as monthly reporting, the filing of Schedules and Statement of Financial Affairs and the Section 341 Meeting of Creditors.

12. It was expressly contemplated by the Consent Order that the parties would continue to discuss resolution of the issues presented in this case and the Adversary Proceeding, and the parties have in fact reached an agreement, subject to Court approval, for the resolution of

the Adversary Proceeding and other case related matters, which agreement is set forth in the Settlement Agreement attached to the Motion.

13. During the Chapter 11 case, and in accordance with the Consent Order, the Debtor and AQCO have used collections of accounts receivable to pay budgeted expenses. Therefore, the Debtor believes that it is current on all known post-petition payables.

14. The Debtor and AQCO have agreed to compromise the Adversary Proceeding and other matters in this case in accordance with the Settlement Agreement, the pertinent parts of which are as follows:

A) The Debtor will sell all of its assets, both tangible and intangible, which do not serve as collateral for some third party (the "Assets"), to AQCO, Inc. AQCO will bid in \$6,450,000 of its secured claim against the Debtor to purchase the Assets, free and clear of all liens, encumbrances, and claims of the Debtor's creditors. A complete description of the Assets is set forth on Exhibit A to the Settlement Agreement. The sale will occur through the tendering of a Bill of Sale by IVIS to AQCO on the Closing Date, that shall occur no earlier than 11 days following entry of the order approving the Debtor's motion to compromise the Adversary Proceeding.

B) AQCO will pay, on behalf of the Debtor, outstanding sales and use taxes owed by the Debtor to the State of California in an amount not to exceed \$16,000.00. The State of California is presently re-examining the taxes due.

C) AQCO will pay, on behalf of the Debtor, the pre-petition unpaid gross wages for the period September 1, 2002 to September 13, 2002 only, as well as associated federal and state payroll taxes, in the amount of \$76,069.36. The specific wage amounts to be paid to each employee are set forth on Exhibit B to the Settlement Agreement. AQCO will also pay on behalf of the Debtor a 401K contribution in the amount of \$8,693.32 and a contribution relating to the Debtor's Section 125 employee benefit plan in the amount of \$1,860.00 both of which had been previously withheld from employees. The specific payments to be made are set forth on Exhibit C to the Settlement Agreement. Such payments shall be in full satisfaction of each employee's priority or unsecured wage claims (but not vacation pay claims) against the Debtor. Payment will be made no later than the Closing Date.

D) AQCO will pay, on behalf of the Debtor, reimbursement amounts to its employees for business expenses, upon proper verification of amounts due, less any offsets for employee advances accounts. The specific reimbursements claimed are set forth on Exhibit D to the Settlement Agreement. Such claims are subject to approval in accordance with IVIS' business expense reimbursement policy. Such payments shall be in full satisfaction of each employee's priority or unsecured business expense reimbursement claim against the Debtor. Payment will be made no later than the Closing Date.

E) AQCO will pay, on behalf of the Debtor, attorneys fees to Poyner & Spruill in the amount of \$50,000.00 and attorneys fees to Nicholls & Crampton, P.A. in the amount of

\$20,000.00. Payment shall be made in \$10,000.00 monthly installments to each law firm, with the first payment made on the Closing Date and thereafter monthly on the 15th day of each month. The retainer held by Poyner & Spruill, LLP in its trust account, paid by the Burgons and Patenaudes, will be applied to fees and expenses of Poyner & Spruill, LLP upon entry of an order allowing this Motion.

F) Linda Patenaude will be paid \$20,000 as a severance payment, payable in four (4) consecutive monthly installments of \$5,000, with the first payment of \$5,000 paid on the Closing Date and the remaining payments being paid on or before the 15th day of each month thereafter. Linda Patenaude will receive a 1099 for such payment.

G) Keith Patenaude will be paid \$10,000 as a severance payment, payable in two (2) consecutive monthly installments of \$5,000 beginning on the Closing Date and the remaining payments being made on the 15th day of each month thereafter. Keith Patenaude will receive a 1099 for such payment.

H) AQCO will issue the Debtor's employees W-2s for 2002 in a timely fashion.

I) Jerold Burgon will accept a permanent full-time position with the Purchaser as Director of Business Development. This position will include sales and sales support activities which will provide a commission component as a portion of his income. The position description and compensation plan is set out on Exhibit E attached to the Settlement Agreement. This employment shall be at will, and Burgon shall execute a standard employment agreement containing confidentiality, trade secrets and non-competition protection for AQCO, assignable by AQCO.

J) Jerold Burgon may elect to leave Purchaser's employment at any time, upon which he shall have the following options: a) he may elect to receive up to \$40,000 in severance payments, payable in four (4) monthly installments beginning on the 15th day of the first full month after Burgon elects to terminate his employment with the Purchaser. The severance payment amount shall be reduced by 50% of the gross wages paid to Burgon after November 1, 2002, and b) he may further elect to enter into a Software Consulting & License Agreement, including confidentiality and preservation of IP rights terms, with the Purchaser. The Software Consulting & License Agreement is attached as Exhibit F to the Settlement Agreement.

15. The Debtor believes that its tangible personal property assets have little or no value on a liquidation basis. Furthermore, the Debtor and AQCO anticipate that if a pure liquidation sale of the Debtor's assets including intellectual property, software assets, customer contracts, and stock interest in a defunct subsidiary, if any, were held, no significant value would be realized. With no ongoing product enhancement, customer support or maintenance service, customers would withhold payments for maintenance and software licenses, and assert breach of contract damages, which, if successful, would effectively preclude the collection of any further accounts receivable. AQCO asserts a security interest in all of the Debtor's assets and if this compromise were not approved and the case were either dismissed or converted, no monies would be available for the payment of any claims other than secured claims.

16. The parties have not included the assumption and assignment of any executory contracts for tangible personal property or the approval of the sale of any assets serving as collateral for some third party as part of this compromise. ~~The Debtor will file a motion to reject the current lease of its offices at 3100 Highwoods Boulevard in Raleigh, NC.~~ AQCO intends to remove the Assets to another location and does not intend to seek assignment of the Highwoods lease as part of this compromise. RF

17. The compromise set forth in the Motion and in the Settlement Agreement is in the best interest of the Debtor, its creditors and the estate.

18. Following approval of the compromise and the Closing Date, the case will be dismissed.

ORDERED that the compromise set forth in the Motion and the Settlement Agreement attached thereto, including the sale of the Debtor's assets free and clear of all liens, encumbrances, and claims of the Debtor's creditors, is ALLOWED;

FURTHER ORDERED that nothing herein shall be construed as a determination of the Debtor's interests in or rights to or regarding the stock of IVIS PSC, all interested parties retain their respective rights to pursue a determination of such interests and rights in a court of proper jurisdiction, and the transfer to AQCO of the interests in or rights to the IVIS PSC stock pursuant to the Motion and Settlement Agreement shall be quitclaim in nature;

AND IT IS FURTHER ORDERED that prior to dismissal of the case, all quarterly fees and other costs of the Court will be paid in full.

DATED: DEC 23 2002


UNITED STATES BANKRUPTCY JUDGE

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STATE OF NORTH CAROLINA

BILL OF SALE

COUNTY OF WAKE

THIS BILL OF SALE made this the 10th day of January, 2003, by and between AQCO, INC. (hereinafter referred to as "Seller"), and Data Design Associates, Inc. (hereinafter referred to as "Buyer").

WITNESSETH:

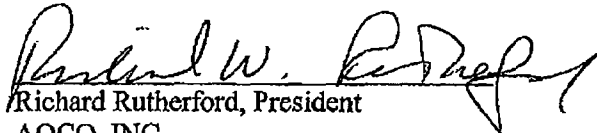
The Seller does hereby assign, convey, transfer, and deliver to Buyer the assets listed on Exhibit A attached hereto and incorporated by reference (hereinafter the "Assets").

Details of the consideration and payments between the parties is listed in Exhibit B. The parties agree that the information outlined in Exhibit B is confidential and proprietary and shall not be disclosed to any other parties without the mutual consent of Buyer and Seller.

It is understood that the Seller herein is only selling whatever right, title and interest in the Assets that it may own and the Buyer is purchasing the Assets "as is, where is", free and clear of all liens and encumbrances, without any warranty of any kind or nature.

TO HAVE AND TO HOLD the said goods, chattels, assets, rights and privileges unto the said Buyer, it successors and assigns forever.

IN WITNESS WHEREOF, this Bill of Sale has been duly executed, in accordance with authority duly given as aforesaid, this the day and year first above written.


Richard Rutherford, President

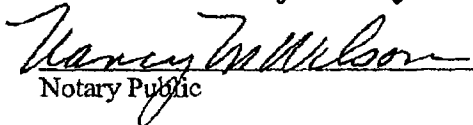
AQCO, INC.

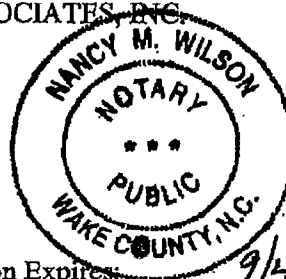


Schaefer P. O'Neill, President

DATA DESIGN ASSOCIATES, INC.

SWORN to and subscribed before me
this 10th day of January, 2003


Notary Public



My Commission Expires

9/4/07

TRADEMARK
REEL: 002889 FRAME: 0057

EXHIBIT A

All of AQCO's right title and interest in and to the former assets of IVIS, Incorporated ("IVIS").

- (a) all of the Equipment, General Intangibles, Inventory, Accounts, and all other items of personal and real property,
- (b) all proceeds and products of the foregoing in whatever form, including cash, negotiable instruments, and other evidences of indebtedness,
- (c) all chattel paper, security agreements, UCC filings or other documents securing indebtedness to IVIS,
- (d) all rights of IVIS in, to and under any reseller agreements, asset purchase agreements, sublicense or re-license agreements, licenses or maintenance agreements,
- (e) all of the right title and interest of IVIS in and to all goods or other property represented by or securing any of the Accounts, including all goods or other property that may be reclaimed or repossessed from or returned by debtors of IVIS,
- (f) all of the rights of IVIS as an unpaid seller, including stoppage in transit, detinue and reclamation,
- (g) all additional claims, causes of action, amounts, damages or rights of action owed to IVIS from any person or debtor of IVIS, whether or not such additional amounts damages or rights of action have been specifically set out herein,
- (h) all guarantees, or other agreements or property securing or relating to any of the items referred to in (a) above,
- (i) all instruments, documents, cash, property, deposit accounts, and the proceeds of any of the foregoing, owned by IVIS or in which IVIS has an interest,
- (j) all ledgers, records, books of account, files, documents, diagrams, blueprints, drawings, computer data, instruments, devices, tapes, and electronic data processing or other software, and
- (k) all rights and claims of IVIS against third parties for breach of confidentiality or non-competition duties, misuse or misappropriation of intellectual property, or damage to or loss or destruction of any of the foregoing, including any proceeds, accounts, contract rights, chattel paper and general intangibles arising out of any sale, license, lease or disposition or misuse of the foregoing.

EXHIBIT A (continued)

For these purposes, the term "Accounts" means and includes all of IVIS' present and future rights to payments for goods, merchandise, inventory, licenses, maintenance, or other property sold, rented, provided or leased or for services rendered, including, without limitation, those which are not evidenced by instruments contracts or chattel paper, and whether or not they have been earned by performance, all accounts of IVIS as defined in the Uniform Commercial Code, accounts receivable, contract rights, royalty fees, license charges, rental fees renewal charges, maintenance fees, and other receivables, and rights to the payment of money arising under or in connection with the licenses, servicing or maintenance of any materials under software license agreements, proprietary system software usage and service agreements, consulting agreements, and other contracts together with all contact rights under such agreements, all other obligations or indebtedness owed to IVIS from whatever source arising, all guarantees of any of the foregoing, and all security therefore; all of the right title and interest of IVIS in and with respect to any of the good services or property which gave rise to or which secure any of the foregoing and all insurance policies and proceeds relating thereto.

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For these purposes, "Inventory" means all inventory as defined in Uniform Commercial Code of IVIS, including without limitation all goods merchandise and other personal property of IVIS, wherever located and whether or not in transit, which are held for sale or lease, or are furnished under any contract or service by IVIS, or are raw materials, work in progress, finished goods, supplies or materials used or consumed in the business of IVIS, and all products thereof.