

THE PROVISIONS OF THIS AGREEMENT AND THE NOTE OBLIGATIONS REFERRED TO HEREIN ARE SUBORDINATE IN THE MANNER AND TO THE EXTENT SET FORTH IN THAT CERTAIN SUBORDINATION AND INTERCREDITOR AGREEMENT (AS AMENDED, THE "INTERCREDITOR AGREEMENT") DATED AS OF THE DATE HEREOF AMONG PNC BANK, NATIONAL ASSOCIATION, INDIVIDUALLY AND AS AGENT TO THE SENIOR LENDERS (AS DEFINED IN THE INTERCREDITOR AGREEMENT), SANKATY CREDIT OPPORTUNITIES, L.P., SANKATY HIGH YIELD PARTNERS II, L.P., SANKATY HIGH YIELD PARTNERS III, L.P. AND RGIP, LLC AND THEIR SUCCESSORS AND ASSIGNS, AS THE SUBORDINATED PARTIES (AS DEFINED IN THE INTERCREDITOR AGREEMENT), SANKATY ADVISORS, LLC, THE COLLATERAL AGENT UNDER THE NOTE PURCHASE AGREEMENT (AS DEFINED IN THE INTERCREDITOR AGREEMENT), ECE HOLDINGS, INC., STREAM INTERNATIONAL INC. AND STREAM NEW YORK INC., AS BORROWERS, AND CALL CENTER HOLDINGS, INC., AS GUARANTOR. EACH HOLDER OF THE NOTE OBLIGATIONS REFERRED TO BELOW, BY ITS ACCEPTANCE THEREOF, SHALL BE BOUND BY THE PROVISIONS OF THE INTERCREDITOR AGREEMENT.

TRADEMARK COLLATERAL SECURITY AGREEMENT

THIS AGREEMENT is made on the 30th day of July, 2004, by and between Stream International Inc., a Delaware corporation, having a mailing address at 85 Dan Road, Canton, MA 02021 ("Borrower") and Sankaty Advisors, LLC, a Delaware limited liability company, as agent for Purchasers (as defined below) having a mailing address at 111 Huntington Avenue, Boston, MA 02199 ("Agent").

BACKGROUND

Borrower, ECE Holdings, Inc., a Delaware corporation, and Stream New York Inc., a Delaware corporation, have entered into a Note Purchase Agreement of even date herewith (as amended, modified, restated or supplemented from time to time, the "Note Purchase Agreement") with the various financial institutions named therein or which hereafter become a party thereto (each a "Purchaser" and collectively, "Purchasers") and Agent. In connection with the execution of the Note Purchase Agreement, Borrower agreed to execute and deliver to Agent for its benefit and for the ratable benefit of Purchasers this Trademark Collateral Security Agreement (as amended, modified, restated or supplemented from time to time, this "Agreement").

NOW, THEREFORE, in consideration of the premises, Borrower and Agent hereby agree as follows:

1. **Defined Terms.** All capitalized terms used herein which are not otherwise defined herein shall have the meanings given to them in the Note Purchase Agreement and the following terms shall have the following meanings, unless the context otherwise requires:

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

"General Intangibles" shall mean and include all of Borrower's general intangibles, whether now owned or hereafter acquired including, without limitation, all payment intangibles, choses in action, causes of action, commercial tort claims, corporate or other business records, inventions, designs, patents, patent applications, equipment formulations, manufacturing

procedures, quality control procedures, trademarks, service marks, trade secrets, goodwill, copyrights, design rights, software, computer information, source codes, codes, records and updates, registrations, licenses, franchises, customer lists, tax refunds, tax refund claims, computer programs, and computer software, all claims under guaranties, security interests or other security held by or granted to such Borrower to secure payment of any of the Receivables by a customer (other than to the extent covered by Receivables) all rights of indemnification and all other intangible property of every kind and nature (other than Receivables).

“Licenses” shall mean the trademark license agreements of Borrower designated on Schedule I hereto, as any of the same may from time to time be amended, modified or supplemented.

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

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

“UCC” shall mean the Uniform Commercial Code as the same may from time to time be in effect in the State of New York.

2. Grant of Security Interest. As collateral security for the prompt payment of the Note Obligations, Borrower hereby grants and conveys to Agent for its benefit and for the ratable benefit of Purchasers a security interest in and to (a) the entire right, title and interest of Borrower in and to the Trademarks, including the registrations and applications appurtenant thereto, listed in Schedule A hereto (as the same may be amended pursuant hereto from time to time), and in and to any and all trademarks, and registrations and applications appurtenant thereto, hereafter acquired or filed by Borrower, including without limitation all renewals thereof, all proceeds of infringement suits, the rights to sue for past, present and future infringements and all rights corresponding thereto and the goodwill of the business to which each of the Trademarks relates and (b) all of Borrower’s right, title and interest in, to and under the following:

- (i) all Licenses;

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

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

3. Representations and Warranties. Borrower covenants and warrants to Agent that:

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

(b) To the best of Borrower's knowledge, each of the Trademarks is valid and enforceable;

(c) To the best of Borrower's knowledge, there is no outstanding claim that the use of any of the Trademarks violates the rights of any third person;

(d) Borrower is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks, free and clear of any Liens, charges and encumbrances (including without limitation pledges, assignments, licenses, registered user agreements and covenants by Borrower not to sue third persons), other than Licenses disclosed on Schedule I attached hereto and other than Liens permitted by Section 8.2 of the Note Purchase Agreement;

(e) Borrower has the authority to enter into this Agreement and perform its terms;

(f) Borrower has used, and will continue to use for the duration of this Agreement, proper statutory notice, where appropriate, in connection with its use of the Trademarks; and

(g) Borrower has used, and will continue to use for the duration of this Agreement, consistent standards of quality in its manufacture of products sold under the Trademarks.

4. Right of Inspection. Borrower hereby grants to Agent and its employees and agents the right to visit Borrower's plants and facilities which manufacture, inspect or store products sold under any of the Trademarks, and to inspect the products and quality control relating thereto at reasonable times during regular business hours. Borrower shall use its best efforts to do any and all acts required by Agent to ensure Borrower's compliance with paragraph 3(g) above.

5. New Trademarks.

(a) If, before the Note Obligations shall have been irrevocably paid in full, Borrower shall obtain rights to any new Trademarks or become entitled to the benefit of any trademark application or trademark for any reissue, division, continuation, renewal, extension, or continuation in part of any Trademark or any improvement on any Trademark, the provisions of paragraph 2 shall automatically apply thereto and Borrower shall give Agent prompt written notice thereof

(b) Borrower grants Agent a power-of-attorney, irrevocable so long as the Note Purchase Agreement is in existence, to modify this Agreement by amending Schedule A to include any future trademarks, including trademark registrations or applications appurtenant thereto covered by this Agreement.

6. Covenants. Borrower covenants and agrees with Agent that from and after the date of this Agreement and until the Note Obligations are fully satisfied:

(a) Further Documentation, Pledge of Instruments. At any time and from time to time, upon the written request of Agent, Borrower will promptly and duly execute and deliver any and all such further instruments and documents and take such further action as Agent may reasonably deem desirable in obtaining the full benefits of this Agreement and of the rights and powers herein granted, including, without limitation, the filing of any financing or continuation statements under the UCC with respect to the liens and security interests granted hereby. Borrower also hereby authorizes Agent to file any such financing or continuation statement without the signature of Borrower to the extent permitted by applicable law. If any amount payable under or in connection with any of the Collateral shall be or become evidenced by any promissory note or other instrument, such note or instrument shall be immediately pledged to Agent hereunder, duly endorsed in a manner satisfactory to Agent.

(b) Maintenance of Trademarks. Borrower will not knowingly take any action, or omit to take any action, whereby the Trademarks or any registration or application appurtenant thereto, may become abandoned, invalidated, unenforceable, avoided, avoidable, or will otherwise materially diminish in value, and shall notify Agent immediately if it knows of any reason or has reason to know of any ground under which this result may occur, provided that Borrower may abandon any Trademarks which it determines in its reasonable business judgment, is no longer useful in the Business or has no material value to the Borrower. Borrower shall take appropriate commercially reasonable action at its expense to halt the infringement of the Trademarks.

(c) Indemnification. (A) Borrower assumes all responsibility and liability arising from the use of the Trademarks, and Borrower hereby indemnifies and holds Agent and Purchasers harmless from and against any claim, suit, loss, damage or expense (including reasonable attorneys' fees) arising out of Borrower's operations of its business from the use of the Trademarks. (B) In any suit, proceeding or action brought by Agent or any Purchaser under any License for any sum owing thereunder, or to enforce any provisions of such License, Borrower will indemnify and keep Agent and Purchasers harmless from and against all expense, loss or damage suffered by reason of any defense, set off, counterclaim, recoupment or reduction or liability whatsoever of the obligee thereunder, arising out of a breach of Borrower of any obligation thereunder or arising out of any other agreement, indebtedness or liability at any time

owing to or in favor of such obligee or its successors from Borrower, and all such obligations of Borrower shall be and remain enforceable against and only against Borrower and shall not be enforceable against Agent or any Purchaser.

(d) Limitation of Liens on Collateral. Except as permitted in the Note Purchase Agreement, Borrower will not create, permit or suffer to exist, and will defend the Collateral against and take such other commercially reasonable action as is reasonably necessary to remove any lien, security interest, encumbrance, claim or right, in or to the Collateral, and will defend the right, title and interest of Agent in and to any of Borrower's rights under any License and to the Proceeds thereof against the claims and demands of all persons whomever.

(e) Limitations on Modifications of Licenses. Borrower will not amend, modify, terminate or waive any provision of any License in any manner which might materially adversely affect the value of such License or the Trademarks as Collateral.

(f) Notices. Borrower will advise Agent promptly, in reasonable detail, (i) of any lien or claim made or asserted against any of the Collateral, (ii) of any material change in the composition of the Collateral and (iii) of the occurrence of any other event which would have a material adverse effect on the value of any of the Collateral or on the security interests created hereunder.

(g) Limitation on Further Uses of Trademarks. Except as permitted in the Note Purchase Agreement and except for Licenses entered into in the ordinary course of business, Borrower will not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, grant an exclusive or non-exclusive license, or otherwise dispose of any of the Collateral, without prior written consent of Agent.

(h) Exercise of Rights: Delivery of Notices. Borrower shall (i) exercise promptly and diligently each and every material right which it may have under each License (other than any right of termination) and (ii) deliver to Agent a copy of each material demand, notice or document sent or received by it relating in any way to any License or Trademark.

7. Agent's Appointment as Attorney-in-Fact.

(a) Borrower hereby irrevocably constitutes and appoints Agent and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of Borrower and in the name of Borrower or in its own name, from time to time in Agent's discretion, for the purposes of carrying out the terms of this Agreement, to take any and all appropriate action and to execute any and all documents and instruments which may be necessary or desirable to accomplish the purposes of this Agreement and, without limiting the generality of the foregoing, hereby gives Agent the power and right, on behalf of Borrower, subject to the rights of Senior Collateral Agent and the Intercreditor Agreement, to do the following:

(i) Upon the occurrence and continuance of an Event of Default, to ask, demand, collect, receive and give acquittances and receipts for any and all moneys due and to become due under any License and, in the name of Borrower or its own name or otherwise, to take possession of and endorse and collect any checks, drafts, notes, acceptances or other

instruments for the payment of moneys due under any License and to file any claim or to take any other action or proceeding in any court of law or equity or otherwise deemed appropriate by Agent for the purpose of collecting any and all such moneys due under any License whenever payable;

(ii) To pay or discharge taxes, liens, security interests or other encumbrances levied or placed on or threatened against the Collateral, to effect any repairs or any insurance called for by the terms of this Agreement and to pay all or any part of the premiums therefor and the costs thereof; and

(iii) Upon the occurrence and continuance of an Event of Default, (A) to direct any party liable for any payment under any of the Licenses to make payment of any and all moneys due and to become due thereunder directly to Agent or as Agent shall direct; (B) to receive payment of and receipt for any and all moneys, claims and other amounts due and to become due at any time in respect of or arising out of any Collateral; (C) to commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect the Collateral or any part thereof and to enforce any other right in respect of any Collateral, (D) to defend any suit, action or proceeding brought against Borrower with respect to any Collateral; (E) to settle, compromise, or adjust any suit, action or proceeding described above and, in connection therewith, to give such discharges or releases as Agent may deem appropriate; and (F) generally to sell, transfer, pledge, make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though Agent were the absolute owner thereof for all purposes, and to do, at Agent's option all acts and things which Agent deems necessary to protect, preserve or realize upon the Collateral and Agent's security interest therein, in order to effect the intent of this Agreement, all as fully and effectively as Borrower might do.

(b) This power of attorney is a power coupled with an interest and shall be irrevocable until such time as this Agreement is terminated. Notwithstanding the foregoing, Borrower further agrees to execute any additional documents which Agent may require in order to confirm this power of attorney, or which Agent may deem necessary to enforce any of its rights contained in this Agreement.

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

(d) Borrower also authorizes Agent to execute, in connection with the sale provided for in paragraph 10(b) of this Agreement, any endorsements, assignments or other instruments of conveyance or transfer with respect to the Collateral.

8. Execution of Power of Attorney. Concurrently with the execution and delivery hereof, Borrower shall execute and deliver to Agent, in the form of Exhibit I hereto, ten (10)

originals of a Power of Attorney for the implementation of the assignment, sale or other disposal of the Trademarks pursuant to paragraph 7 hereof.

9. Performance by Agent of Borrower's Note Obligations. If Borrower fails to perform or comply with any of its agreements contained herein and Agent, as provided for by the terms of this Agreement, shall itself perform or comply, or otherwise cause performance or compliance, with such agreement, the expenses of Agent incurred in connection with such performance or compliance shall be payable by Borrower to Agent on demand and shall constitute Note Obligations secured hereby.

10. Remedies, Rights Upon Event of Default.

(a) Subject to the rights of the Senior Collateral Agent and the Intercreditor Agreement, if an Event of Default shall occur and be continuing:

(i) All payments received by Borrower under or in connection with any of the Collateral shall be held by Borrower in trust for Agent and Purchasers, shall be segregated from other funds of Borrower and shall forthwith upon receipt by Borrower, be turned over to Agent, in the same form as received by Borrower (duly indorsed by Borrower to Agent, if required); and

(ii) Any and all such payments so received by Agent (whether from Borrower or otherwise) may, in the sole discretion of Agent, be held by Agent as collateral security for, and/or then or at any time thereafter applied in whole or in part by Agent against all or any part of the Note Obligations in such order as Agent shall elect. Any balance of such payments held by Agent and remaining after payment in full of all the Note Obligations shall be paid over to Borrower or to whomsoever may be lawfully entitled to receive the same.

(b) If any Event of Default shall occur and be continuing, Agent and Purchasers may exercise in addition to all other rights and remedies granted to it in this Agreement and in any other instrument or agreement securing, evidencing or relating to the Note Obligations, all rights and remedies of a secured party under the UCC. Borrower shall remain liable for any deficiency if the proceeds of any sale or disposition of the Collateral are insufficient to pay all amounts to which Agent and Purchasers are entitled. Borrower shall also be liable for the reasonable fees of any attorneys employed by Agent and Purchasers to collect any such deficiency and also as to any reasonable attorney's fees incurred by Agent and Purchasers with respect to the collection of any of the Note Obligations and the enforcement of any of Agent's respective rights hereunder.

11. Termination. At such time as the Note Obligations are irrevocably satisfied in full and the Note Purchase Agreement is irrevocably terminated, this Agreement shall terminate and Agent shall execute and deliver to Borrower all such releases, deeds, assignments and other instruments as may be necessary or proper to re-vest in Borrower full title to the Trademarks, subject to any disposition thereof which may have been made by Agent pursuant hereto.

12. Notices. Any notice to Agent or Borrower under this Agreement shall be given in the manner and to the parties designated in the Note Purchase Agreement.

13. No Waiver. No course of dealing between Borrower, Agent or any Purchaser, nor any failure to exercise, nor any delay in exercising, on the part of Agent or any Purchaser, any right, power or privilege hereunder or under the Note Purchase Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

14. Cumulative Remedies. All of Agent's and Purchasers' rights and remedies with respect to the Collateral, whether established hereby or by the Note Purchase Agreement, or by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently.

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

16. No Modification Except in Writing. Except as provided in paragraphs 5 and 7, no amendment or waiver of any provision of this Agreement shall be effective unless the same shall be in writing executed by the parties hereto.

17. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of Borrower and Agent, all future holders of the Note Obligations and their respective successors and assigns, except that Borrower may not assign or transfer any of its rights or obligations under this Agreement without the prior written consent of Agent.

18. Governing Law. This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of New York.

19. Headings. Section headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.

20. Counterparts; Facsimile. This Agreement may be executed by the parties hereto in one or more counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same agreement. Any signature delivered by a party by facsimile transmission shall be deemed to be an original signature hereto.

[Remainder of page intentionally left blank]

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

WITNESS:

STREAM INTERNATIONAL INC.

By: _____
Name: _____
Title: _____

SANKATY ADVISORS, LLC

By: 
Name: _____
Title: **Jeffrey B. Hawkins**
Senior Vice President

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

WITNESS:

STREAM INTERNATIONAL INC.

By: 

Name: John P. Bolduc

Title: Executive Vice President


Richard S. Stokes

SANKATY ADVISORS, LLC

By: _____

Name: Stuart E. Davies

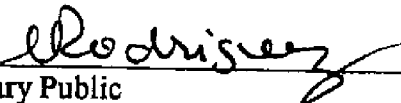
Title: Senior Vice President

STATE OF FLORIDA)
) ss:
COUNTY OF MIAMI-DADE)

On the 28 day of July 2004, before me personally came John P. Bolduc, to me known, who being by me duly sworn, did depose and say that he is the Executive Vice President of Stream International Inc., the corporation described in and which executed the above instrument; and that he signed his name thereto by order of the board of directors of said corporation.



Ellen Rodriguez
My Commission CC972601
Expires October 03, 2004

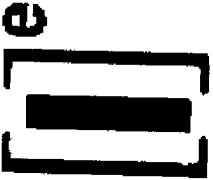


Notary Public

SCHEDULE A



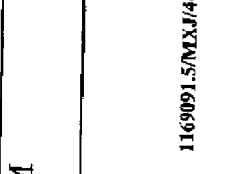
Trademarks and Service Marks owned by Stream International Inc.
 † in the name of Stream Services, Inc.

as of December 2003

<u>Mark</u>	<u>Country</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Services</u>	<u>Status</u>
IE and design † 	India	897372	01/12/00	Printed matter including manuals, hand-books, instructional and teaching material, brochures, catalogues, reports, advertising material and stationery relating to technical support services, namely, computer hardware and software support services; providing access to online database of technical support information; consulting services related to products improvement and support issues in Class 16	Under examination Filed recordal of mergers to reflect Stream International Inc. holding title; Awaiting confirmation from Registry
INTELLECTUAL EDGE †	India	897374	01/12/00	Printed matter including brochures, pamphlets, manuals, operating instructions, stationery, catalogues, newsletters, user guides, instructional and teaching materials related to customer and technical support services, provided via local, national and global information networks, electronic mail, on-line real-time response ("live chat"), telephone, and facsimile, namely, identifying and recommending a resolution to technical or other issues, arranging for a resolution or resolving problems experienced by consumers with aspects of their use of technical products or services in Class 16	Under examination Filed recordal of mergers to reflect Stream International Inc. holding title; Awaiting confirmation from Registry

TRADEMARK

REEL: 002923 FRAME: 0164

<u>Mark</u>	<u>Country</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Services</u>	<u>Status</u>
MISCELLANEOUS DESIGN Stream U computer terminal logo 	Canada	1125307	12/17/01	Educational services, namely arranging and conducting seminars, workshops and conferences in the field of computer systems, networks, databases, hardware and software	Declaration of Use and Registration Fees due 12/17/04
MISCELLANEOUS DESIGN + Stream U computer terminal logo 	India	896813	01/10/00	Printed matter including manuals, hard-books, instructional and teaching material, brochures, catalogues, reports, advertising material and stationery relating to educational services, namely arranging and conducting seminars, workshops and conferences in the field of computer systems, networks, databases, hardware and software in Class 16	Published Filed recordal of mergers to reflect Stream International Inc. holding title; Awaiting confirmation from Registry
PEOPLE + METHODOLOGY + TECHNOLOGY = THE CUSTOMER EQUATION TRADEMARK 	European Community	2502870	12/14/01	Customer sales and support services, namely responding to enquiries in the field of computers, computer networks and computer software via telephone and e-mail of others; technical support services, namely troubleshooting and helpdesk services of computer hardware, computer network and software problems via telephone and e-mail in Class 42	Published
PRISM	Canada	1125306	12/17/01	Customer, sales and technical support services for others in Class 42	Under examination

<u>Mark</u>	<u>Country</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Services</u>	<u>Status</u>
PRISM	European Community	2502847	12/14/01	Customer sales and support services, namely, responding to enquiries in the field of computers, computer networks and computer software via telephone and e-mail for others; technical support services, namely, troubleshooting and help desk services of computer hardware, computer network and software problems via telephone and e-mail in Class 42	Published
PRISM	United States	76/332157	10/31/01	Customer, sales and support services, namely, responding to inquiries in the field of computers, computer networks and computer software via telephone and email for others; technical support services, namely, troubleshooting and help desk services of computer hardware, computer network and software problems via telephone and email in Class 42	Suspended pending disposition of previously filed PRISM applications
Q-VIEW	Canada	1125304	12/17/01	Computer programs by information technology specialists in performing help desk functions and for measuring, logging, and cataloging performance of an organizations' internal support operations and help desk functions in Class 9	Under examination
Q-VIEW	India	1067544	12/18/01	Computer programs by information technology specialists in performing help desk functions and for measuring, logging, and cataloging performance of an organizations' internal support operations and help desk functions in Class 9	Under examination




TRADEMARK

REEL: 002923 FRAME: 0166

1169091.5/MX/J/447375/064 4/15/2004

<u>Mark</u>	<u>Country</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Services</u>	<u>Status</u>
Q-VIEW	Japan	2001-113008	12/19/01	Computer programs by information technology specialists in performing help desk functions and for measuring, logging, and cataloging performance of an organization's internal support operations and help desk functions; other computer programs; downloadable computer programs; applied electronic machines and instruments; electrical communications machines and apparatus; toys for television games for home use; pre-recorded magnetic cards, magnetic sheets, magnetic tapes and compact disks; records in Class 9	Under examination
SIMQ	United States	78/111985	03/01/02	Providing telecommunications connections enabling users to communicate with other users namely, by providing online chat rooms for the transmission of messages among computer users concerning topics of general interest as selected by the user, by providing online electronic bulletin boards for transmission of messages among computer users concerning topics of general interest; and providing real time electronic messaging among computer users in Class 38	Statement of Use to be filed and accepted or 2 nd EOT to be filed by 12/24/03
STREAM	Germany Japan Taiwan				Handled by Arnold, White & Durkee.

1169091.S/MXJ/447375/064 4/15/2004

<u>Mark</u>	<u>Country</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Services</u>	<u>Status</u>
STREAM and design † 	India	897371	01/12/00	Printed matter including manuals, hand-books, instructional and teaching material, brochures, catalogues, reports, advertising material and stationary relating to educational services, namely arranging and conducting seminars, workshops and conferences in the field of computer systems, networks, databases, hardware and software, customer support services, namely, computer hardware and software support services; providing access to online database of technical support information; consulting service related to product improvement and support issues in Class 16	Under examination Filed recordal of mergers to reflect Stream International Inc. holding title; Awaiting confirmation from Registry
STREAM and design 	United States	75/702473	05/11/99	Educational services, namely arranging and conducting seminars, workshops and conferences in the field of computer systems, networks, databases, hardware and software in Class 41	Statement of Use to be filed and accepted or 3 rd Extension to be filed by 04/01/04
STREAM and design 	United States	75/703250	05/11/99	Technical support services, namely, troubleshooting and help desk services of computer hardware and software problems via telephone and email; providing and online database in the field of computer technical support information; consulting services in the field of computer product improvement and support issues in Class 42	Published
STREAM INDIA	Canada	1125305	12/17/01	Customer, sales and technical support services in the field of computers, computer networks and computer software in Class 42	Declaration of Use and Registration Fees due 12/17/03

TRADEMARK

REEL: 002923 FRAME: 0168

<u>Mark</u>	<u>Country</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Services</u>	<u>Status</u>
STREAM INDIA	European Community	2502821	12/14/01	Customer sales and support services, namely, responding to inquiries in the field of computers, computer networks and computer software via telephone and e-mail for others; technical support services, namely, troubleshooting and help desk services of computer hardware, computer network and software problems via telephone and e-mail in Class 42	Published
STREAM INDIA	India	1067543	12/18/01	Printed matter including manuals, hand-books, instructional and teaching material, brochures, catalogues, reports, advertising material and stationery relating to customer, sales and technical support services for others in Class 16	Under examination
STREAM INDIA	Japan	2002-2076	01/16/02	Customer sales and support services, namely, responding to inquiries in the field of computers, computer networks and computer software via telephone and e-mail for others; technical support services, namely, troubleshooting and help desk services of computer hardware, computer network and software problems via telephone and e-mail; introduction and explanation in functions, operations, etc. of computers or other machinery requiring highly specialized knowledge, technology or experience in order for appropriately handling in accordance with their use in Class 42	Under examination
STREAM INDIA	United States	76/293078	07/31/01	Customer sales and support services, namely, responding to inquiries in the field of computers, computer networks and computer software via telephone and email for others; technical support services, namely, troubleshooting and help desk services of computer hardware, computer network and software problems via telephone and email in Class 42	Statement of Use to be filed and accepted or 1 st EOT to be filed by 01/21/04

TRADEMARK

11690915/MXJ/447375/064 4/15/2004

<u>Mark</u>	<u>Country</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Services</u>	<u>Status</u>
STREAM TRAC MAIL †	India	965252	10/20/00	Printed matter including manuals, hand-books, instructional and teaching material, brochures, catalogues, reports, advertising material and stationary relating to technical support services, namely, computer hardware and software support services; providing online database of technical support information; consulting services related to product improvement and support issues in Class 16	Under examination Filed recordal of mergers to reflect Stream International Inc. holding title; Awaiting confirmation from Registry
STREAM UNIVERSITY	Canada	1125310	12/17/01	Educational services, namely arranging and conducting seminars, workshops and conferences in the field of computer systems, networks, databases, hardware and software	Declaration of Use Due 12/17/04
STREAM UNIVERSITY †	India	897373	01/12/00	Printed matter including manuals, hand-books, instructional and teaching material, brochures, catalogues, reports, advertising material and stationary relating to educational services, namely arranging and conducting seminars, workshops and conferences in the field of computer systems, networks, databases, hardware and software in Class 16	Under examination Filed recordal of mergers to reflect Stream International Inc. holding title; Awaiting confirmation from Registry

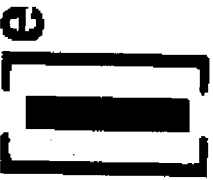
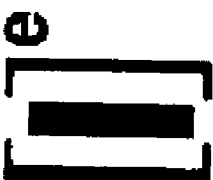
1169091.S/MXJ/447375/064 4/15/2004

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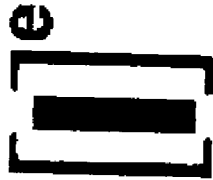
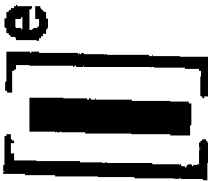
REEL: 002923 FRAME: 0170

<u>Mark</u>	<u>Country</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Services</u>	<u>Status</u>
STREAM UNIVERSITY	United States	75/702678	05/11/99	Educational services, namely arranging and conducting seminars, workshops and conferences in the field of computer systems, networks, databases, hardware and software in Class 41	Suspended pending outcome of Stream Technology Group's STREAM TECHNOLOGY GROUP and design, 75/320521 and Streams Online Media Development Corporation's STREAMS 75/416836
THE CUSTOMER EQUATION	European Community	2502862	12/14/01	Customer sales and support services, namely, responding to enquiries in the field of computers, computer networks and computer software via telephone and e-mail for others; technical support services, namely, troubleshooting and help desk services of computer hardware, computer network and software problems via telephone and e-mail in Class 42	Published

1169091.5/MX/J/447375/064 4/15/2004


<u>Mark</u>	<u>Country</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Services</u>	<u>Status</u>
IE and design 	Canada	TMA594638	11/13/03	Technical support services, namely, help desk services and troubleshooting of computer hardware and software problems via telephone and email; providing an online database in the field of computer technical support information; consulting services in the field of computer hardware and software product improvement and support issues in Class 42	Renewal due 11/13/18
IE and design 	European Community	001274877	09/25/02	Technical support services, namely, computer hardware and software support services; providing access to online database of technical support information; technical consulting services related to product improvement and support issues in Class 42	Renewal due 08/06/09

1169091.5/MXJ/447375/064 4/15/2004


<u>Mark</u>	<u>Country</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Services</u>	<u>Status</u>
IE and design 	Japan	4483400	06/22/01	Computer hardware support services, namely, repairing or maintenance of electronic computers (including central processor units, electronic circuits and magnetic discs having computer programs, and other peripheral equipment) in Class 37 Computer software support services; providing information relating to designing, production or maintenance of computer programs; advising on designing, production or maintenance of computer programs; introduction and explanation of functions, operation, etc. of computers or other machinery requiring highly specialized knowledge, technology or experience in order for appropriate handling in accordance with their use in Class 42	Renewal due 06/22/11
IE and design 	United States	2447399	01/05/01	Technical support services, namely, help desk services and troubleshooting of computer hardware and software problems via telephone and email; providing an online database in the field of computer technical support information; consulting services in the field of computer hardware and software product improvement and support issues in Class 42	Section 8 Affidavit due 05/01/07
INTELLECTUAL EDGE	Canada	592361	10/15/03	Providing outsourced computer technical support services, namely, providing consultation and assistance relating to the customers' computer hardware, software and related products; and providing an on-line computer database in the field of technical support information in Class 42	Renewal due 10/15/18

TRADEMARK

REEL: 002923 FRAME: 0173

<u>Mark</u>	<u>Country</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Services</u>	<u>Status</u>
INTELLECTUAL EDGE	European Community	850339	12/23/99	Technical support services, namely, computer hardware and software support services; providing access to online database of technical support information; consulting services related to product improvement and support issues in Class 42	Renewal due 06/15/08
INTELLECTUAL EDGE	Japan	4496959	08/10/01	Designing, making or maintenance of computer programs; rental of access time to computer databases; advising in relation to testing or development of new products; introduction and explanation in relation to functions and operation of computers and other machines and apparatus that require highly specialized knowledge, technology or experience for proper operation in accordance with their expected uses in Class 42	Renewal due 08/10/11
INTELLECTUAL EDGE	United States	2264799	07/27/99	Technical support services, namely, computer hardware and software support services; providing access to online database of technical support information; consulting services related to product improvement and support issues in Class 42	Section 8 Affidavit due 07/27/05
MISCELLANEOUS DESIGN † Stream U computer terminal logo 	European Community	001462084	05/22/01	Educational services, namely arranging and conducting seminars, workshops and conferences in the field of computer systems, networks, databases, hardware and software in Class 41	Renewal due 01/07/10

TRADEMARK



<u>Mark</u>	<u>Country</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Services</u>	<u>Status</u>
MISCELLANEOUS DESIGN + Stream U computer terminal logo 	Japan	4481828	06/15/01	Planning operation and holding of seminars, workshops and conferences in the field of computer systems, networks, databases, hardware and software; teaching in seminars for obtaining state qualifications; other teaching of arts, sports or knowledge; display of books and records; rental of books in Class 41	Renewal due 06/15/11
PEOPLE + METHODOLOGY + TECHNOLOGY	Canada	TMA591454	10/03/03	Customer and support services, namely, responding to inquiries in the field of computers, computer networks and computer software via telephone and email for others; technical support services, namely, troubleshooting and help desk services of computer hardware, computer network and software problems via telephone and email in Class 42	Renewal due 10/03/18
PEOPLE + METHODOLOGY + TECHNOLOGY	European Community	002502904	12/14/01	Customer sales and support services, namely, responding to enquiries in the field of computers, computer networks and computer software via telephone and e-mail for others; technical support services, namely troubleshooting and help desk services of computer hardware, computer network and software problems via telephone and e-mail in Class 42	Renewal due 12/14/11

TRADEMARK

REEL: 002923 FRAME: 0175


<u>Mark</u>	<u>Country</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Services</u>	<u>Status</u>
PEOPLE + METHODOLOGY + TECHNOLOGY	United States	2638860	10/22/02	Customer and support services, namely, responding to inquiries in the field of computers, computer networks and computer software via telephone and email for others; technical support services, namely, troubleshooting and help desk services of computer hardware, computer network and software problems via telephone and email in Class 42	Section 8 Affidavit due 10/22/08
PEOPLE + METHODOLOGY + TECHNOLOGY = THE CUSTOMER EQUATION	Canada	TMA590781	09/25/03	Customer support services, namely, responding to inquiries in the field of computers, computer networks and computer software via telephone and e-mail for others; technical support services, namely, troubleshooting and help desk services of computer hardware, computer network and software problems via telephone and email in Class 42	Renewal due 09/25/18
PEOPLE + METHODOLOGY + TECHNOLOGY = THE CUSTOMER EQUATION	United States	2655968	12/03/02	Customer support services, namely responding to inquiries in the field of computers, computer networks and computer software via telephone and email for others; technical support services, namely, troubleshooting and help desk services of computer hardware, computer network and software problems via telephone and email in Class 42	Section 8 Affidavit due 12/03/08
Q-VIEW	European Community	002503068	07/07/03	Computer programs by information technology specialists in performing help desk functions and for measuring, logging, and cataloging performance of an organizations' internal support operations and help desk functions in Class 9	Renewal due 12/14/11
TREAM	Mauritius	A/51 No. 4	02/25/02	Printed matter including manuals, hand-books, instructional and teaching material, brochures, catalogues, reports, advertising material and stationery including those relating to customer, sales and technical support services in Class 42	Renewal due 08/08/08

TRADEMARK

<u>Mark</u>	<u>Country</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Services</u>	<u>Status</u>
STREAM	United States	2654603	11/26/02	Computer system installation and repair in Class 37 Arranging for the shipment of goods for others in Class 39 Technical support in the field of personal computer hardware and software in Class 42	Handled by Arnold, White & Durkee. Section 8 Affidavit 11/26/08
STREAM and design 	European Community	001362417	05/04/01	Educational services, namely arranging and conducting seminars, workshops and conferences in the field of computer systems, networks, databases, hardware and software in Class 41; Customer support services, namely, computer hardware and software support services; providing access to online database of technical support information; consulting services related to product improvement and support issues in Class 42	Renewal due 10/22/09
STREAM and design 	Japan	4514042	10/19/01	Arranging and conducting seminars, workshops and conferences in the fields of computer systems, networks, databases, hardware and software; other education in Class 41; Computer hardware and software support services; providing access to online databases of technical support information; consulting services related to product improvement and support issues; introduction and explanation in functions, operations, etc of computers or other machinery requiring highly specialized knowledge, technology or experience in order for appropriately handling in accordance with their use in Class 42	Renewal due 10/19/11

TRADEMARK

REEL: 002923 FRAME: 0177

<u>Mark</u>	<u>Country</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Services</u>	<u>Status</u>
STREAM and design 	Mauritius	A/51 No. 5	02/25/02	Printed matter including manuals, hand-books, instructional and teaching material, brochures, catalogues, reports, advertising material and stationery including those relating to customer, sales and technical support services in Class 42	Renewal due 08/06/08
STREAM UNIVERSITY	European Community	001354067	01/25/01	Educational services, namely arranging and conducting seminars, workshops and conferences in the field of computer systems, networks, databases, hardware and software in Class 41	Renewal due 10/22/09
STREAM UNIVERSITY	Japan	4453198	02/16/01	Arranging and conducting seminars, workshops and conferences in the field of computer systems, networks, databases, hardware and software; teaching at preparatory school; teaching in seminars for obtaining state qualifications; other teaching of arts, sports or knowledge; other education in Class 41	Renewal due 02/16/11
THE CUSTOMER EQUATION	Canada	TMA590460	09/22/03	Customer support services, namely, responding to inquiries in the field of computers, computer networks and computer software via telephone and e-mail for others; technical support services, namely, troubleshooting and help desk services of computer hardware, computer network and software problems via telephone and e-mail in Class 42	Renewal due 09/22/18
THE CUSTOMER EQUATION	United States	2655967	12/03/02	Customer support services, namely, responding to inquiries in the field of computers, computer networks and computer software via telephone and e-mail for others; technical support services, namely, troubleshooting and help desk services of computer hardware, computer network and software problems via telephone and email in Class 42	Section 8 Affidavit due 12/03/08

TRADEMARK

REEL: 002923 FRAME: 0178

Abandoned Service Marks of Stream International Inc.
 * in the name of Rivus Internet Group, Inc.
 † in the name of Stream Services, Inc.

as of December 2003

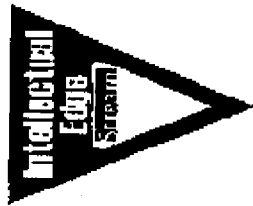
<u>Mark</u>	<u>Country</u>	<u>No.</u>	<u>Date</u>	<u>Services</u>	<u>Status</u>
ELECTRONIC SHREDDER	United States				Application not filed; Stream no longer has an intent to provide service under this name 03/13/98
EMEDIATE	European Community	1227818	09/01/00	Customer and technical support services, provided via local, national and global information networks, electronic mail, on-line real-time response ("live chat"), telephone, and facsimile, namely, identifying and recommending a resolution to technical or other issues, arranging for a resolution or resolving problems experienced by consumers with aspects of their use of technical products or services in Class 42	No renew per H. Gitter 01/26/01
EMEDIATE	India	866499	07/19/99	Printed matter including brochures, pamphlets, manuals, operating instructions, stationery, catalogues, newsletters, user guides, instructional and teaching materials related to customer and technical support services, provided via local, national and global information networks, electronic mail, on-line real-time response ("live chat"), telephone, and facsimile, namely, identifying and recommending a resolution to technical or other issues, arranging for a resolution or resolving problems experienced by consumers with aspects of their use of technical products or services in Class 16	Abandoned per H. Gitter 01/26/01

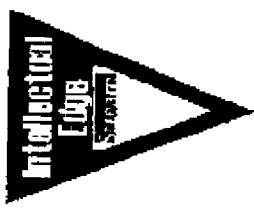

TRADEMARK

<u>Mark</u>	<u>Country</u>	<u>No.</u>	<u>Date</u>	<u>Services</u>	<u>Status</u>
EMEDIATE	Japan	11-60489	07/05/99	Customer and technical support services, provided via local, national and global information networks, electronic mail, on-line real-time response ("live chat"), telephone, and facsimile, namely, identifying and recommending a resolution to technical or other issues, arranging for a resolution or resolving problems experienced by consumers with aspects of their use of technical products or services and introduction and explanation of functions and methods of operation which requires special knowledge, technique or experience to adequately operate computers and automobiles in accordance with objectives; and computer programming, manufacturing and maintenance services in Class 42	Abandoned per H. Gitter 01/26/01
EMEDIATE	United States	75/670183	03/29/99	Customer and technical support services, provided via local, national and global information networks, electronic mail, on-line real-time response ("live chat"), telephone, and facsimile, namely, identifying and recommending a resolution to technical or other issues, arranging for a resolution or resolving problems experienced by consumers with aspects of their use of technical products or services in Class 42	Abandoned per H. Gitter 01/26/01
HYDRA	Australia	723446	12/05/96	Outputting material for others over electronic networks, onto magnetic media, or into hard copy printed form	Application abandoned, per T. Foley Groppi 06/13/97
HYDRA	European Community	461871	12/06/96	Corresponds to United States application 75/119966	Application abandoned, per T. Foley Groppi 06/13/97

TRADEMARK


Mark	Country	No.	Date	Services	Status
HYDRA	Japan	8-141218	12/12/96	Corresponds to United States application 75/119966	Application abandoned, per T. Foley Groppi 06/13/97
HYDRA	Korea	97-1217	01/31/97	Corresponds to United States application 75/119966	Application abandoned, per T. Foley Groppi 06/13/97
HYDRA	Singapore			Corresponds to United States application 75/119966	Application never filed
HYDRA	Taiwan	85062705	12/10/96	Corresponds to United States application 75/119966	Application abandoned, per T. Foley Groppi 06/13/97
HYDRA	United States	75/119996	06/17/96	Outputting material for others over electronic networks, onto magnetic media, or into hard copy printed form	Application abandoned, per T. Foley Groppi 06/13/97
INSTANT OFFICE	United States	75/257488	03/14/97	Leasing business equipment, namely, computers, modems, printers, facsimile machines, scanners, and copiers; Extended warranties on computer hardware	Application abandoned, per T. Foley Groppi 04/23/98
INTELLECTUAL STREAM and design	European Community	1043124	01/15/99	Technical support services, namely, computer hardware and software support services; providing access to online database of technical support information; consulting services related to product improvement and support issues	Abandoned per T. Foley 03/25/99



Mark	Country	No.	Date	Services	Status
INTELLECTUAL EDGE STREAM and design 	United States	2265039	07/27/99	Technical support services, namely, computer hardware and software support services; providing access to online database of technical support information; consulting services related to product improvement and support issues	Abandoned per T. Foley 03/25/99
MISCELLANEOUS DESIGN Stream U computer terminal logo 	United States	75/783834	08/25/99	Educational services, namely arranging and conducting seminars, workshops and conferences in the field of computer systems, networks, databases, hardware and software in Class 41	Abandoned No response from client to file Statement of Use
Q-VIEW	Mexico	528402	01/18/02	Computer programs by information technology specialists in performing help desk functions and for measuring, logging, and cataloging performance of an organizations' internal support operations and help desk functions in Class 9	Abandoned per H. Gitter 02/28/02
Q-VIEW	United States	76/287469	07/18/01	Computer programs for use by information technology specialists in performing help desk functions and for measuring, logging, and cataloging performance of an organizations' internal support operations and help desk functions in Class 9	Abandoned 04/03/03


TRADEMARK

<u>Mark</u>	<u>Country</u>	<u>No.</u>	<u>Date</u>	<u>Services</u>	<u>Status</u>
REACT	United States	75/233271	01/29/97	Providing customer support and complaint resolution services for others in the telecommunication, computer and data technology fields via electronic, telephonic and wireless means in Class 42	Application to be abandoned, per T. Foley Groppi 02/99
RIGHT-FIT	United States	75/233296	01/29/97	Providing computer user support services for others via operation of a call center	Application to be abandoned, per T. Foley Groppi 02/99
RIVUS *	European Community	1897503	10/11/00	Computer services, namely, providing an online information portal, search engines, indices of information, directories, searchable databases, links to other websites and other resources available on computer networks for obtaining technical support training, technology consulting, technology information, technology research and sale of technology products; providing technical and customer support via a global computer network provided via local, national and global information networks, electronic mail, on-line real-time response "live chat", telephone, and facsimile in Class 42	Abandoned per H. Gitter 10/31/01

Mark	Country	No.	Date	Services	Status
RIVUS *	United States	76/024162	04/12/00	Computer services, namely, providing an online information portal, search engines, indices of information, directories, searchable databases, links to other websites and other resources available on computer networks for obtaining technical support training, technology consulting, technology information, technology research and sale of technology products; providing technical and customer support via a global computer network provided via local, national and global information networks, electronic mail, on-line real-time response "live chat", telephone, and facsimile in Class 42	Abandoned per H. Gitter 10/31/01
RIVUS and design * 	European Community	1915701	10/11/00	Computer services, namely, providing an online information portal, search engines, indices of information, directories, searchable databases, links to other websites and other resources available on computer networks for obtaining technical support training, technology consulting, technology information, technology research and sale of technology products; providing technical and customer support via a global computer network provided via local, national and global information networks, electronic mail, on-line real-time response ("live chat"), telephone, and facsimile in Class 42	Abandoned per H. Gitter 10/31/01

TRADEMARK

REEL: 002923 FRAME: 0184

Mark	Country	No.	Date	Services	Status
RIVUS and design * 	United States	76/024200	04/12/00	Computer services, namely, providing an online information portal, search engines, indices of information, directories, searchable databases, links to other websites and other resources available on computer networks for obtaining technical support training, technology consulting, technology information, technology research and sale of technology products; providing technical and customer support via a global computer network provided via local, national and global information networks, electronic mail, on-line real-time response ("live chat"), telephone, and facsimile in Class 42	Abandoned per H. Gitter 10/31/01
STREAM INDIA	Mexico	528681	01/21/02	Customer, sales and technical support services for others in Class 42	Abandoned per H. Gitter 02/28/02

Opposing Party/Trademark Name (alpha by mark)	Background
DreamStream/Stream (mark) Application 959734 with ECC.	Letter from Stream's attorney (Tomkins) notifying Stream of DreamStream filing and asking if Stream wants to oppose.
Emediate Networks Inc./Emediate (mark) Application 75/670183 with US.	Letter from Emediate Networks' Attorney notifying Stream of opposition to Stream's filing of Emediate mark.
EL System/IE (Intellectual Edge?-Design) Application 1274877 with EBC. MA/Intellectual Edge (mark) Application 2264799 with US.	Letter from Stream's attorney (Hale and Dorr) notifying Stream of opposition filing by Estratos Informatica S.L. in Spain based upon Spanish registration of marks EL System.
ServiceStream.com/Stream (mark) Application 74/662504 with US mageline, Inc.	Stream sent Cease and Desist Letter in connection with infringement of Stream mark.
DISK Corp./Stream International (mark) Application 070499.1998 with Japan.	Stream sent Cease and Desist Letter.

TRADE MARK

Stream Intelligent Networks Corp./Stream (mark) Application No. 1015172 with Canada	Stream's attorney (Blake Cassels) sent letter to attorney for Stream Intelligent Networks Inc. regarding opposition to filing of trademark application by Stream Intelligent Networks Inc.
Streams Online/Stream (mark) Application No. 74/662504 with US.	Letter sent by Stream's attorney (Tomkins) regarding possible opposition.
StreamServe/Stream (mark) Application No. 1105501 with EEC.	
UNREGISTERED MARKS	
(From Corporate Software Incorporated)	(From Stream International Inc.)
Genius of Flexibility	SAMI
Helpline	The Technical Support Specialists
Liveware	Channel Partner
Total Software Support	Technology Partner Program
	Corporate Help Desk Program
	Virtual Call Center
	World-Class Service Quality
	Winback Program

Jurisdictions covered under European Community filings:

- Austria
- Belgium
- Denmark
- Finland
- France
- Germany
- Greece
- Ireland
- Italy
- Luxembourg
- Netherlands
- Portugal
- Scotland (as part of UK)
- Sweden
- Spain
- United Kingdom
- Northern Ireland

SCHEDULE I

LICENSES

None

EXHIBIT I

SPECIAL POWER OF ATTORNEY

STATE OF NEW YORK)
)
COUNTY OF NEW YORK) ss:

KNOW ALL MEN BY THESE PRESENTS, that Stream International Inc., a corporation formed under the laws of Delaware, with its principal office at 85 Dan Road, Canton, Massachusetts 02021 (“Borrower”), pursuant to a Trademark Collateral Security Agreement (as amended, modified, restated or supplemented from time to time, the “Agreement”), hereby appoints and constitutes Sankaty Advisors, LLC, a Delaware limited liability company, as agent for Purchasers (as defined below) having a mailing address at 111 Huntington Avenue, Boston, MA 02199 (“Agent”), its true and lawful attorney, with full power of substitution, and with full power and authority to perform the following acts on behalf of Borrower:

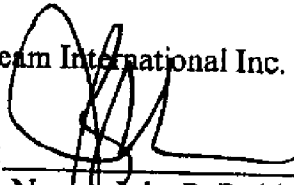
1. Assigning, selling or otherwise disposing of all right, title and interest of Borrower in and to the Trademarks listed on Schedule A of the Agreement, the trademarks which are added to the same subsequent hereto, and all registrations and recordings thereof, and all pending applications therefore, recording, registering and filing of, or accomplishing any other formality with respect to the foregoing, and executing and delivering any and all agreements, documents, instruments of assignment or other papers necessary or advisable to effect such purpose;

2. Executing any and all documents, statements, certificates or other papers necessary or advisable in order to obtain the purposes described above as Agent may in its sole discretion determine.

[SIGNATURE PAGE FOLLOWS]

This power of attorney is made pursuant to the Agreement and may not be revoked until the payment in full of all Note Obligations (as defined in the Agreement) and the irrevocable termination of the Agreement.

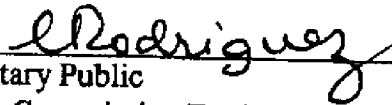
Date: July 28 2004


Stream International Inc.
By: 
Name: John P. Bolduc
Title: Executive Vice President

STATE OF FLORIDA)
)
COUNTY OF MIAMI-DADE)

ss:

On the 28 day of July, 2004, before me personally came John P. Bolduc to me known, who being by me duly sworn, did depose and say he is the Executive Vice President of Stream International Inc., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the board of directors of said corporation.


Notary Public
My Commission Expires:

 Ellen Rodriguez
My Commission CC972601
Expires October 03, 2004