

Form PTO-1594 (Rev. 06/04)
OMB Collection 0651-0027 (exp. 6/30/2005)

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

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Steeleye Technology, Inc.

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

Citizenship (see guidelines) _____

Execution Date(s) 08/12/04

Additional names of conveying parties attached? Yes No

3. Nature of conveyance:

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Silicon Valley Bank

Internal Address: _____

Street Address: 3003 Tasman Drive

City: Santa Clara

State: CA

Country: US Zip: 95054

Association Citizenship _____

General Partnership Citizenship _____

Limited Partnership Citizenship _____

Corporation Citizenship CA

Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2568127; 1953506; 2631434

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Christopher E. Kondracki

Internal Address: _____

Street Address: 2001 Jefferson Davis Highway
Suite 1007

City: Arlington

State: VA Zip: 22202

Phone Number: 703-415-1555

Fax Number: 703-415-1557

Email Address: _____

6. Total number of applications and registrations involved:

3

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 90.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 19-3545

Authorized User Name Christopher E. Kondracki

9. Signature: Christopher E. Kondracki Signature

9/10/04 Date

Christopher E. Kondracki

Name of Person Signing

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

16

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CH \$90.00 1953546 2568127

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "IP Agreement") is made as of August 12, 2004 by and between Steeleye Technology, Inc. ("Grantor"), and Silicon Valley Bank, a California banking corporation ("Bank").

RECITALS

A. Bank will make advances to Grantor ("Advances") as described in the Accounts Receivable Purchase Agreement (the "Purchase Agreement"), but only if Grantor grants Bank a security interest in its Copyrights, Trademarks, Patents, and Mask Works. Defined terms used but not defined herein shall have the same meanings as in the Purchase Agreement.

B. Pursuant to the terms of the Purchase Agreement, Grantor has granted to Bank a security interest in all of Grantor's right title and interest, whether presently existing or hereafter acquired in, to and under all of the Collateral.

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

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

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

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

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

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

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

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

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

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights; and

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

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

2. Authorization and Request. Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks record this IP Agreement.

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

(a) Grantor is now the sole owner of the Intellectual Property Collateral, except for non-exclusive licenses granted by Grantor to its customers in the ordinary course of business;

(b) Performance of this IP Agreement does not conflict with or result in a breach of any IP Agreement to which Grantor is bound, except to the extent that certain intellectual property agreements prohibit the assignment of the rights thereunder to a third party without the licensor's or other party's consent and this IP Agreement constitutes a security interest;

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

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

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

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

(g) Grantor shall not register any Copyrights or Mask Works with the United States Copyright Office unless it: (i) has given at least fifteen (15) days' prior notice to Bank of its intent to register such Copyrights or Mask Works and has provided Bank with a copy of the application it intends to file with the United States Copyright Office (excluding exhibits thereto); (ii) executes a security agreement or such other documents as Bank may reasonably request in order to maintain the perfection and priority of Bank's security interest in the Copyrights proposed to be registered with the United States Copyright Office; and (iii) records such security documents with the United States Copyright Office contemporaneously with filing the Copyright application(s) with the United States Copyright Office. Grantor shall promptly provide to Bank a copy of the Copyright application(s) filed with the United States Copyright Office, together with evidence of the recording of the security documents necessary for Bank to maintain the perfection and priority of its security interest in such Copyrights or Mask Works. Grantor shall provide written notice to Bank of any application filed by Grantor in the United States Patent Trademark Office for a patent or to register a trademark or service mark within 30 days of any such filing;

(h) This IP Agreement creates, and in the case of after acquired Intellectual Property Collateral, this IP Agreement will create at the time Grantor first has rights in such after acquired Intellectual Property Collateral, in favor of Bank a valid and perfected first priority security interest in the Intellectual Property Collateral in the United States securing the payment and performance of the obligations evidenced by the Purchase Agreement upon making the filings referred to in clause (i) below;

(i) To its knowledge, except for, and upon, the filing with the United States Patent and Trademark office with respect to the Patents and Trademarks and the Register of Copyrights with respect to the Copyrights and Mask Works necessary to perfect the security interests created hereunder and except as has been already made or obtained, no authorization, approval or other action by, and no notice to or filing with, any U.S. governmental authority or U.S. regulatory body is required either (i) for the grant by Grantor of the security interest granted hereby or for the execution, delivery or performance of this IP Agreement by Grantor in the U.S. or (ii) for the perfection in the United States or the exercise by Bank of its rights and remedies thereunder;

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

(k) Grantor shall not enter into any agreement that would materially impair or conflict with Grantor's obligations hereunder without Bank's prior written consent, which consent shall not be unreasonably withheld. Grantor shall not permit the inclusion in any material contract to which it becomes a party of any provisions that could or might in any way prevent the creation of a security interest in Grantor's rights and interest in any property included within the definition of the Intellectual property Collateral acquired under such contracts, except that certain contracts may contain anti-assignment provisions that could in effect prohibit the creation of a security interest in such contracts; and

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

Notwithstanding anything to the contrary contained herein, Grantor shall not have the affirmative obligation hereunder to register any Copyrights or Mask Works.

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

5. Inspection Rights. Grantor hereby grants to Bank and its employees, representatives and agents the right to visit, during reasonable hours upon prior reasonable written notice to Grantor, and any of Grantor's plants and facilities that manufacture, install or store products (or that have done so during the prior six-month period) that are sold utilizing any of the Intellectual Property Collateral, and to inspect the products and quality control records relating thereto upon reasonable written notice to Grantor and as often as may be reasonably requested, but not more than one (1) in every six (6) months; provided, however, nothing herein shall entitle Bank access to Grantor's trade secrets and other proprietary information.

6. Further Assurances: Attorney in Fact.

(a) On a continuing basis, Grantor will, subject to any prior licenses, encumbrances and restrictions and prospective licenses, make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademarks Office and the Register of Copyrights, and take all such action as may reasonably be deemed necessary or advisable, or as requested by Bank, to perfect Bank's security interest in all Copyrights, Patents, Trademarks, and Mask Works and otherwise to carry out the intent and purposes of this IP Agreement, or for assuring and confirming to Bank the grant or perfection of a security interest in all Intellectual Property Collateral; provided, however, that Grantor shall not be required to register any Copyrights or Mask Works.

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

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

(ii) To file, in its sole discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Intellectual Property Collateral without the signature of Grantor where permitted by law.

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

(a) An Event of Default occurs under the Purchase Agreement; or

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

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

without limitation any expense incurred in disposing of the Intellectual Property Collateral. All of Bank's rights and remedies with respect to the Intellectual Property Collateral shall be cumulative.

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

10. Reassignment. At such time as Grantor shall completely satisfy all of the obligations secured hereunder, Bank shall execute and deliver to Grantor all deed, assignments, and other instruments as may be necessary or proper to reinvest in Grantor full title to the property assigned hereunder, subject to any disposition thereof which may have been made by Bank pursuant hereto.

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

12. Attorneys' Fees. If any action relating to this IP Agreement is brought by either party hereto against the other party, the prevailing party shall be entitled to recover reasonable attorneys' fees, costs and disbursements.

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

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

15. Law and Jurisdiction. This IP Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard for choice of law provisions. Grantor and Bank consent to the nonexclusive jurisdiction of any state or federal court located in Santa Clara County, California.

16. Confidentiality. In handling any confidential information, Bank shall exercise the same degree of care that it exercises with respect to its own proprietary information of the same types to maintain the confidentiality of any non-public information thereby received or received pursuant to this IP Agreement except that the disclosure of this information may be made (i) to the affiliates of the Bank, (ii) to prospective transferee or purchasers of an interest in the obligations secured hereby, provided that they have entered into comparable confidentiality agreement in favor of Grantor and have deliver a copy to Grantor, (iii) as required by law, regulation, rule or order, subpoena judicial order or similar order and (iv) as may be required in connection with the examination, audit or similar investigation of Bank.

IN WITNESS WHEREOF, the parties hereto have executed this IP Agreement on the day and year first above written.

Address of Grantor:

2660 MARINE WAY
MT. VIEW, CA. 94043

GRANTOR:

STEELEYE TECHNOLOGY, INC.

By: 

Name: KEVIN J. BERRY

Title: VP FINANCE & CFO

Exhibit "A" attached to that certain Intellectual Property Security Agreement.

EXHIBIT "A"

COPYRIGHTS **NONE**

SCHEDULE A - ISSUED COPYRIGHTS

<u>COPYRIGHT DESCRIPTION</u>	<u>REGISTRATION NUMBER</u>	<u>DATE OF ISSUANCE</u>
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SCHEDULE B - PENDING COPYRIGHT APPLICATIONS

<u>COPYRIGHT DESCRIPTION</u>	<u>APPLICATION NUMBER</u>	<u>DATE OF FILING</u>	<u>DATE OF CREATION</u>	<u>FIRST DATE OF PUBLIC DISTRIBUTION</u>
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SCHEDULE C - UNREGISTERED COPYRIGHTS (Where No Copyright Application is Pending)

<u>COPYRIGHT DESCRIPTION</u>	<u>DATE OF CREATION</u>	<u>FIRST DATE OF DISTRIBUTION</u>	<u>ORIGINAL AUTHOR OR OWNER OF COPYRIGHT (IF DIFFERENT FROM GRANTOR)</u>	<u>DATE AND RECORDATION NUMBER OF IP AGREEMENT TO OWNER OF GRANTOR (IF ORIGINAL AUTHOR OR OWNER OF COPYRIGHT IS DIFFERENT FROM GRANTOR)</u>
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Exhibit "B" attached to that certain Intellectual Property Security Agreement.

EXHIBIT "B"

PATENTS

SEE ATTACHED (3) PAGES

PATENT

<u>DESCRIPTION</u>	<u>DOCKET NO.</u>	<u>COUNTRY</u>	<u>SERIAL NO.</u>	<u>FILING DATE</u>	<u>STATUS</u>
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SteelEye
TECHNOLOGY, INC.

Owned Patents

1 | 3

Dynamic hashing method for optimal distribution of locks within a clustered system

Distributed Lock Manager Patent No. 5,612,865

Date Issued: 3/18/97

Reliable datagram service provider for fast messaging in a clustered environment

Reliable Transport Manager Patent No. 5,699,500

Date Issued: 12/16/97

Apparatus for providing a single image of an I/O subsystem in a geographically dispersed computer system

Cluster Storage Manager Patent No. 5,832,222

Date Issued: 11/3/98

File system for a clustered processing system

Cluster File System Patent No. 5,828,876

Date Issued: 10/27/98

On-line file system correction within a clustered processing system

Cluster File System Patent No. 5,727,206

Date Issued: 3/10/98

System for transferring diverse data objects between a mass storage device and a network via an internal bus on a network card

Streaming Media Patent No. 5,974,496

Date Issued: 10/26/99

TRADEMARK

REEL: 002934 FRAME: 0464

High Availability. Easy & Affordable



SteelEye
TECHNOLOGY, INC.

Owned Patents

2 | 3

Low overhead method for detecting communication failures on a network
LifeKeeper Patent No. 5,870,540 Date Issued: 2/9/99

Method of preventing false or unnecessary failovers in a high availability cluster by using a quorum device
LifeKeeper Patent No. 6,389,551 Date Issued: 5/14/02

TCP/IP address protection mechanism in a clustered server environment
LifeKeeper (Windows) Patent No. 6,430,610 Date Issued: 8/06/02

System and method for identifying shared virtual memory in a computer cluster
LifeKeeper Patent No. 6,438,663 Date Issued: 8/20/02

Distributed locking system and method for clustered system having a distributed system for storing cluster configuration information
LifeKeeper Patent No. 6,523,078 Date Issued: 2/18/2003

TRADEMARK

REEL: 002934 FRAME: 0465

High Availability. Easy & Affordable



SteelEye
TECHNOLOGY FIVE

Pending Applications

3 | 2

High availability extending apparatus and method

Application Number: 09/222,339

Date Filed: 12/28/98

Encapsulating local application environments in a cluster within a computer network

Application Number: 09/313,495

Date Filed: 5/17/99

Protection of registry in networked environment

Application Number: 09/313,494

Date Filed: 5/17/99

Object oriented customizable wizard

Application Number: 60/201,003

Date Filed: 5/1/00

Hybrid Transaction/Intent Log for Data Replication

Application Number: 10/122,163

Date Filed: 4/15/02

Remote Asynchronous Mirror Recovery

Application Number: 60/436,321

Date Filed: 12/26/02

TRADEMARK

REEL: 002934 FRAME: 0466

High Availability. Easy & Affordable

Exhibit "C" attached to that certain Intellectual Property Security Agreement.

EXHIBIT "C"

TRADEMARKS *SEE ATTACHED (3) PAGES*

<u>TRADEMARK</u>	<u>DESCRIPTION</u>	<u>COUNTRY</u>	<u>SERIAL NO.</u>	<u>REG. NO</u>	<u>STATUS</u>
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STEELEYE TECHNOLOGY, INC.**TRADEMARK STATUS TABLE**

July 29, 2004

FILE NUMBER	MARK	COUNTRY	FILING/REGISTRATION DATE	SERIAL/REGISTRATION NO.	STATUS
16485/09004	STEELEYE TECHNOLOGY	US	Registered May 7, 2002	2,568,127	Registration has issued. Section 8 & 15 affidavits are due May 7, 2008.
16485/09004 AUS	STEELEYE TECHNOLOGY	Australia	Registered February 9, 2001	844,275	Renewal date is July 24, 2010.
16485/09004 CANADA	STEELEYE TECHNOLOGY	Canada	Registered Nov. 8, 2002	TMA 570,536	Renewal date is November 8, 2017
16485/09004 CTM	STEELEYE TECHNOLOGY	European Community	Registered October 5, 2001	001770551	Renewal date is July 24, 2010.
16485/09004 CHI	STEELEYE TECHNOLOGY	China	Registered November 28, 2001	1,674,369	Renewal date is November 27, 2011.
16485/09004 IND	STEELEYE TECHNOLOGY	India	Filed July 24, 2000	941793	Application was accepted for advertisement in the Trade Marks Journal on December 30, 2003. The associates will forward a copy of the advertisement shortly.
16485/09004 JPN	STEELEYE TECHNOLOGY	Japan	Registered October 19, 2001	4,515,717	Renewal date is October 19, 2011.
16485/09004 KOR	STEELEYE TECHNOLOGY	Korea	Registered April 3, 2002	0516843	Renewal date is April 3, 2012.

TRADEMARK

REEL: 002934 FRAME: 0468

FILE NUMBER	MARK	COUNTRY	FILING/REGISTRATION DATE	SERIAL/REGISTRATION NO.	STATUS
16485/09004 SNG	STEELEYE TECHNOLOGY	Singapore	Registered Jan. 24, 2000	T00/12943A	Renewal date is January 24, 2010.
16485/09022	LIFEKEEPER	US	Registered January 30, 1996	1,953,506	Renewal date is January 30, 2006.
16485/09022 AUS	LIFEKEEPER	Australia	Registered May 1, 1997	733,618	Renewal date is May 1, 2007
16485/09022 CAN	LIFEKEEPER	Canada	Registered May 31, 2001	TMA 545,949	Renewal date is May 31, 2016.
16485/09022 CHI	LIFEKEEPER	China	Registered January 7, 1999	1,237,098	Renewal date is January 6, 2009.
16485/09022 FRA	LIFEKEEPER	France	Registered October 17, 1997	97/42 NL	Renewal date is May 4, 2007.
16485/09022 GB	LIFEKEEPER	Great Britain	Registered May 1, 1997	2,131,460	Renewal date is May 1, 2007.
16485/09022 GER	LIFEKEEPER	Germany	Registered June 18, 1997	397 20 239	Renewal date is May 31, 2007.
16485/09022 IND	LIFEKEEPER	India	Filed November 5, 1997	777,116	Awaiting word from Indian Trademark Office. The Indian associates used by Howard Rice report they are no longer handling this matter. We asked them on Sept. 10, 2002 if they could ascertain who IS handling this matter, but to date, we have not heard back from them.
16485/9022 JPN	LIFEKEEPER	Japan	Registered October 19, 2001	4,515,716	Renewal date is October 19, 2011.
16485/09022 KOR	LIFEKEEPER	Korea	Registered July 22, 1998	411,724	Renewal date is July 22, 2008.

FILE NUMBER	MARK	COUNTRY	FILING/REGISTRATION DATE	SERIAL/REGISTRATION NO.	STATUS
16485/09022 SNG	LIFEKEEPER	Singapore	Registered May 6, 1997	T97/05244 G	Renewal date is May 6, 2007.
16485/09025	STEELEYE	US	Registered October 8, 2002	2,631,434	Registration has issued. Section 8 & 15 Affidavits are due October 8, 2008.
16485/09025 AUS	STEELEYE	Australia	Registered February 5, 2003	908697	Renewal date is April 8, 2012.
16485/09025 CAN	STEELEYE	Canada	Registered February 10, 2004	601,721	Renewal date is February 10, 2019
16485/09025 CHI	STEELEYE	China	Registered May 7, 2003	3137150	Renewal date is May 7, 2013.
16485/09025 EC	STEELEYE	European Community	Registered August 9, 2003	2636819	Renewal date is April 2, 2012.
16485/09025 HK	STEELEYE	Hong Kong	Registered Nov. 28, 2002	14177	Renewal date is November 28, 2008.
16485/09025 IND	STEELEYE	India	Filed April 8, 2002	1093125	Application was published in the Indian Trade Marks Journal on October 25, 2003. Registration will issue in due course.
16485/09025 JPN	STEELEYE	Japan	Registered October 18, 2002	4,614,586	Renewal date is October 18, 2012.
16485/09025 KOR	STEELEYE	Korea	Registered Sept. 15, 2003	559,261	Renewal date is September 15, 2013.
16485/09025 SNG	STEELEYE	Singapore	Registered Nov. 28, 2001	T02/04343G	Renewal date is November 28, 2011.
16485/09025 TAI	STEELEYE	Taiwan	Registered March 1, 2003	1034921	Renewal date is February 28, 2013.

Exhibit "D" attached to that certain Intellectual Property Security Agreement.

EXHIBIT "D"

MASK WORKS **NONE**

<u>MASK WORK</u>	<u>DESCRIPTION</u>	<u>COUNTRY</u>	<u>SERIAL NO.</u>	<u>REG. NO</u>	<u>STATUS</u>
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845441.2