

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):**  
 HTA Technology Investments LLC  
 13900 Lincoln Park Drive, Suite 300  
 Herndon, VA 20171

Individual(s)       Association  
 General Partnership       Limited Partnership  
 Corporation-State  
 Other Nevada limited liability company

Citizenship (see guidelines) US  
 Execution Date(s) February 24, 2003  
 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)**  Yes  
 Additional names, addresses, or citizenship attached?  No

Name: H.T. Ardinger & Son Company  
 Internal Address: \_\_\_\_\_  
 Street Address: 13900 Lincoln Park Drive, Suite 300  
 City: Dallas  
 State: Texas  
 Country: US Zip: 20171

Association      Citizenship \_\_\_\_\_  
 General Partnership      Citizenship \_\_\_\_\_  
 Limited Partnership      Citizenship \_\_\_\_\_  
 Corporation      Citizenship US  
 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)  
75/741,114, 75/742,127, 76/336,326, 76/055,824, 75/741,115, 76/055,948,

B. Trademark Registration No. (s)  
2,082,756, 2,327,525, 2,330,275, 2,327,324, 2,327,323, 2,458,339, 2,327,326, 1,743,577, 1,742,820, 1,522,495, 2,343,210 and 2,397,204

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown).  
See Exhibit A-3

**5. Name & address of party to whom correspondence concerning document should be mailed:**  
 Name: Kay Lyn Schwartz  
 Internal Address: Gardere Wynne Sewell LLP  
Suite 3000  
 Street Address: 1601 Elm Street  
 City: Dallas  
 State: Texas Zip: 75201-4761  
 Phone Number: (214) 999-4702  
 Fax Number: (214) 999-3702  
 Email Address: kschwartz@gardere.com

**6. Total number of applications and registrations involved:** 18

**7. Total fee (37 CFR 2.6(b)(6) & 3.41)** \$ 465.00

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 07-0153  
 Authorized User Name Kay Lyn Schwartz

**9. Signature:** Kay Lyn Schwartz 10-1-04  
 Signature Date  
Kay Lyn Schwartz  
 Name of Person Signing

Total number of pages including cover sheet, attachments, and document. 35

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 \$465.00 070153 75741114

## LOAN AND SECURITY AGREEMENT

**THIS LOAN AND SECURITY AGREEMENT** dated as of February 24, 2003 (as amended, modified and restated from time to time, the "Agreement"), will serve to set forth the terms of the credit facility by and between HTA TECHNOLOGY INVESTMENTS LLC, a Nevada limited liability company ("Borrower"), and H.T. ARDINGER & SON COMPANY, a Texas corporation ("Lender").

**WHEREAS**, Borrower and Lender desire to establish a credit facility on the terms and conditions set forth in this Agreement and all other agreements, instruments and documents evidencing, securing, governing, guaranteeing or pertaining to the Loans, as defined below (collectively, together with this Agreement, referred to as the "Loan Documents");

**NOW, THEREFORE**, in consideration of the foregoing, the covenants and agreements herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby covenant and agree as follows:

1. **Definitions.** As used in this Agreement, the following terms shall have the meanings indicated below:

(a) "Code" shall mean the Uniform Commercial Code as in effect in the State of Texas on the date of this Agreement or as it may hereafter be amended from time to time.

(b) "Collateral" shall mean:

(i) All present and future accounts, chattel paper, documents, instruments, deposit accounts, commercial tort claims, commodity accounts, instruments, investment property, letters of credit, letter of credit rights, money and general intangibles (including any right to payment for goods sold or services rendered arising out of the sale or delivery of personal property or work done or labor performed by Borrower), now or hereafter owned, held, or acquired by Borrower, and in any case where an account arises from the sale of goods, the interest of Borrower in such goods.

(ii) All present and hereafter acquired inventory and goods (including without limitation, all raw materials, work in process and finished goods) held, possessed, owned, held on consignment, or held for sale, lease, return or to be furnished under contracts of services, in whole or in part, by Borrower wherever located.

(iii) All equipment and fixtures of whatsoever kind and character now or hereafter possessed, held, acquired, leased or owned by Borrower and used or usable in Borrower's business, together with all replacements, accessories, additions, substitutions and accessions to all of the foregoing, all records relating in any way to the foregoing.

(iv) All Patents, Copyrights, Trademarks and Licenses now or hereafter owned, held, or acquired by Borrower (including without limitation, those Patents, Copyrights, Trademarks, and Licenses set forth on Exhibit A attached hereto, if any).

The term "Collateral," as used herein, shall also include all PRODUCTS and PROCEEDS of all of the foregoing (including without limitation, insurance payable by reason of loss or damage to the foregoing property) and any property, securities, guaranties or monies of Borrower which may at any time come into the possession of Lender. The term Collateral shall include all of Borrower's records relating in any way to the foregoing (including, without limitation, any computer software, whether on tape, disk, card, strip, cartridge or any other form). The designation of proceeds does not authorize Borrower to sell, transfer or otherwise convey any of the foregoing property except finished goods intended for sale or services provided in the ordinary course of Borrower's business or as otherwise provided herein.

(c) "Copyright" shall mean all right, title and interest in and to the copyright applications and copyrights of Borrower (including without limitation any referred to on Exhibit A hereto) and those copyrights which are hereafter obtained or acquired by Borrower and all registrations, applications and recordings thereof, including, without limitation, all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, and all applications, registrations and recordings in the United States Copyright Office or in any similar office or agency of the United States, or any State thereof, all whether now owned or hereafter acquired by Borrower.

(d) "Indebtedness" shall mean (i) all indebtedness, obligations and liabilities of Borrower to Lender of any kind or character, now existing or hereafter arising, whether direct, indirect, related, unrelated, fixed, contingent, liquidated, unliquidated, joint, several or joint and several, and regardless of whether such indebtedness, obligations and liabilities may, prior to their acquisition by Lender, be or have been payable to or in favor of a third party and subsequently acquired by Lender (it being contemplated that Lender may make such acquisitions from third parties), including without limitation all indebtedness, obligations and liabilities of Borrower to Lender now existing or hereafter arising under the Note, this Agreement, the other Loan Documents or any draft, acceptance, guaranty, endorsement, letter of credit, assignment, purchase, overdraft, discount, indemnity agreement or otherwise, (ii) all accrued but unpaid interest on any of the indebtedness described in (i) above, (iii) all obligations of Borrower to Lender under the Loan Documents, (iv) all costs and expenses incurred by Lender in connection with the collection and administration of all or any part of the indebtedness and obligations described in (i), (ii) and (iii) above or the protection or preservation of, or realization upon, the collateral securing all or any part of such indebtedness and obligations, including without limitation all reasonable attorneys' fees, and (v) all renewals, extensions, modifications and rearrangements of the indebtedness and obligations described in (i), (ii), (iii) and (iv) above.

(e) "Licenses" shall mean the patent, trademark or copyright license agreements of Borrower (including without limitation any designated on Exhibit A hereto), as any of the same may from time to time be amended or supplemented and those licenses which are hereafter obtained or acquired by Borrower.

(f) "Patents" shall mean all right, title and interest in and to the patent applications and patents of Borrower (including without limitation any referred to on Exhibit A hereto) and those patents which are hereafter obtained or acquired by Borrower and all registrations, applications and recordings thereof, including, without limitation, all

reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, and all applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States, or any State thereof, all whether now owned or hereafter acquired by Borrower.

(g) "Trademarks" shall mean the registered trademarks and pending applications of Borrower (including without limitation any referenced in the attached Exhibit 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, all whether now owned or hereafter acquired by Borrower.

All words and phrases used herein shall have the meaning specified in the Code except to the extent such meaning is inconsistent with this Agreement. Terms not otherwise defined herein shall have the same meanings as in the Note.

2. **Credit Facility.** Subject to the terms and conditions set forth in this Agreement and the other Loan Documents, Lender hereby agrees to lend to Borrower on a revolving basis from time to time during the period commencing on the date hereof and continuing through March 1, 2004 (the "Maturity Date"), an aggregate amount not to exceed \$3,000,000.00 (the "Credit Facility"). If at any time the sum of the aggregate principal amount of Loans outstanding hereunder exceeds the Credit Facility (an "Overadvance"), Borrower shall immediately repay the amount of such Overadvance plus all accrued and unpaid interest thereon. Notwithstanding anything contained herein to the contrary an Overadvance shall be considered a Loan and shall bear interest as such and be secured by this Agreement. Subject to the terms and conditions hereof, Borrower may borrow, repay and reborrow under the under the Credit Facility. All advances hereunder shall be collectively called the "Loans." Lender reserves the right to require Borrower to give Lender not less than one (1) business day prior notice of each requested advance under the Credit Facility, specifying (a) the aggregate amount of such requested advance, (b) the requested date of such advance, and (c) the purpose for such advance, with such advances to be requested in a form satisfactory to Lender. The Loans be use for the working capital needs and general corporate purposes of Borrower and the Loans shall be advanced in the sole and absolute discretion of Lender.

3. **Promissory Note.** The Credit Facility shall be evidenced by a promissory note (such promissory note, together with any amendments, modifications, replacements, substitutions, restatements, renewals, extensions and increases thereof, the "Note") duly executed by Borrower and payable to the order of Lender, in form and substance acceptable to Lender. Interest on the Note shall accrue at the rate set forth therein. The principal of and interest on the Note shall be due and payable in accordance with the terms and conditions set forth in the Note and in this Agreement.

4. **Collateral.** As collateral and security for the Indebtedness Borrower hereby grants, to Lender, its successors and assigns, a lien and security interest in and to the Collateral.

5. **Conditions Precedent to Advances.** Lender's obligation to make any Loan under the Credit Facility shall be subject to the conditions precedent that, as of the date of such Loan and after giving effect thereto (a) all representations and warranties made to Lender in this Agreement and the other Loan Documents shall be true and correct, as of and as if made on such date, (b) no material adverse change in the financial condition of Borrower since the effective date of the most recent financial statements furnished to Lender by Borrower shall have occurred and be continuing, (c) no event has occurred and is continuing, or would result from the requested advance, which with notice or lapse of time, or both, would constitute an Event of Default (as defined below), and (d) Lender's receipt of all Loan Documents appropriately executed by Borrower and all other proper parties.

6. **Representations and Warranties.** Borrower hereby represents and warrants, and upon each request for a Loan under the Credit Facility, to Lender as follows:

(a) **Existence.** Borrower is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Nevada and all other states where it is doing business, and has all requisite power and authority to execute and deliver the Loan Documents.

(b) **Binding Obligations.** The execution, delivery, and performance of this Agreement and all of the other Loan Documents by Borrower have been duly authorized by all necessary action by Borrower, and constitute legal, valid and binding obligations of Borrower, enforceable in accordance with their respective terms, except as limited by Bankruptcy, insolvency or similar laws of general application relating to the enforcement of creditors' rights and except to the extent specific remedies may generally be limited by equitable principles.

(c) **No Consent.** The execution, delivery and performance of this Agreement and the other Loan Documents, and the consummation of the transactions contemplated hereby and thereby, do not (i) conflict with, result in a violation of, or constitute a default under (1) any provision of its articles of incorporation or bylaws, or any agreement or other instrument binding upon Borrower, (2) any law, governmental regulation, court decree or order applicable to Borrower, or (3) any agreement, judgment, license, order or permit applicable to or binding upon Borrower, (ii) require the consent, approval or authorization of any third party, or (iii) result in or require the creation of any lien, charge or encumbrance upon any assets or properties of Borrower or of any person except as may be expressly contemplated in the Loan Documents.

(d) **Financial Condition.** Each financial statement of Borrower supplied to Lender truly discloses and fairly presents Borrower's financial condition as of the date of each such statement. There has been no material adverse change in such financial condition or results of operations of Borrower subsequent to the date of the most recent financial statement supplied to Lender.

(e) **Litigation.** There are no actions, suits or proceedings, pending or, to the knowledge of Borrower, threatened against or affecting Borrower or the properties of Borrower, before any court or governmental department, commission or board, which, if determined adversely to Borrower, would have a material adverse effect on the financial condition, properties, or operations of Borrower.

(f) **Taxes; Governmental Charges.** Borrower has filed all federal, state and local tax reports and returns required by any law or regulation to be filed by it and has either duly paid all taxes, duties and charges indicated due on the basis of such returns and reports, or made adequate provision for the payment thereof, and the assessment of any material amount of additional taxes in excess of those paid and reported is not reasonably expected.

(g) **Ownership and Liens.** Borrower has good and marketable title to the Collateral free and clear of all liens, security interests, encumbrances or adverse claims, except for the security interest created by this Agreement or otherwise approved by Lender from time to time (a "Permitted Lien"). No dispute, right of setoff, counterclaim or defense exists with respect to all or any part of the Collateral.

(h) **Security Interest.** Borrower has and will have at all times full right, power and authority to grant a security interest in the Collateral to Lender in the manner provided herein, free and clear of any lien, security interest or other charge or encumbrance, except for Permitted Liens. This Agreement creates a legal, valid and binding security interest in favor of Lender in the Collateral securing the Indebtedness.

(i) **Location.** Borrower's chief executive office and the office where the records concerning the Collateral are kept is located at its address set forth on the signature page hereof. Borrower is duly organized and existing under the laws of the State of Delaware. Except as specified on Exhibit 6(i), all Collateral shall be kept at such address.

(j) **Accounts.** Each account represents the valid and legally binding indebtedness of a bona fide account debtor arising from the sale or lease by Borrower of goods or the rendition by Borrower of services and is not subject to contra accounts, setoffs, defenses or counterclaims by or available to account debtors obligated on the accounts except as disclosed by Borrower to Lender from time to time in writing. The amount shown as to each account on Borrower's books is the true and undisputed amount owing and unpaid thereon, subject only to discounts, allowances, rebates, credits and adjustments to which the account debtor has a right and which have been disclosed to Lender in writing.

7. **Affirmative Covenants.** Until the Note and all Indebtedness of Borrower under this Agreement and the other Loan Documents is fully paid and satisfied, and Lender has no further commitment to lend hereunder, Borrower agrees and covenants that it will, unless Lender shall otherwise consent in writing:

(a) **Accounts and Records.** Maintain its books and records in accordance with generally accepted accounting principles.

(b) **Right of Inspection.** Permit Lender to visit its properties and installations and to examine, audit and make and take away copies or reproductions of Borrower's books and records, at all reasonable times.

(c) **Right to Additional Information.** Furnish Lender with such additional information and statements, lists of assets and liabilities, tax returns, and other reports

with respect to Borrower's financial condition and business operations as Lender may request from time to time.

(d) **Compliance with Laws.** Conduct its business in an orderly and efficient manner consistent with good business practices, and perform and comply with all statutes, rules, regulations or ordinances imposed by any governmental unit upon Borrower its businesses, operations and properties (including without limitation, all applicable environmental statutes, rules, regulations and ordinances).

(e) **Taxes.** Pay and discharge when due all of its indebtedness and obligations, including without limitation, all assessments, taxes, governmental charges, levies and liens, of every kind and nature, imposed upon Borrower or its properties, income, or profits, prior to the date on which penalties would attach, and all lawful claims that, if unpaid, might become a lien or charge upon any of Borrower's properties, income, or profits; provided, however, Borrower will not be required to pay and discharge any such assessment, tax, charge, levy, lien or claim so long as (i) the legality of the same shall be contested in good faith by appropriate judicial, administrative or other legal proceedings, and (ii) Borrower shall have established on its books adequate reserves with respect to such contested assessment, tax, charge, levy, lien or claim in accordance with generally accepted accounting principles, consistently applied.

(f) **Insurance.** Maintain insurance, including but not limited to, fire insurance, comprehensive property damage, public liability, worker's compensation, business interruption and other insurance deemed necessary or otherwise required by Lender. Borrower will, at its own expense, maintain insurance with respect to all Collateral which constitutes goods in such amounts, against such risks, in such form and with such insurers, as shall be satisfactory to Lender from time to time. Each policy of insurance maintained by Borrower shall (i) name Borrower and Lender as insured parties thereunder (without any representation or warranty by or obligation upon Lender) as their interests may appear, (ii) contain the agreement by the insurer that any loss thereunder shall be payable to Lender notwithstanding any action, inaction or breach of representation or warranty by Borrower, (iii) provide that there shall be no recourse against Lender for payment of premiums or other amounts with respect thereto, and (iv) provide that at least thirty (30) days prior written notice of cancellation or of lapse shall be given to Lender by the insurer. Borrower will deliver to Lender original or duplicate policies of such insurance and, as often as Lender may reasonably request, a report of a reputable insurance broker with respect to such insurance. Borrower will also, at the request of Lender, duly execute and deliver instruments of assignment of such insurance policies and cause the respective insurers to acknowledge notice of such assignment. All insurance payments in respect of loss of or damage to any Collateral shall be paid to Lender and applied as Lender in its sole discretion deems appropriate.

(g) **Notice of Indebtedness.** Promptly inform Lender of the creation, incurrence or assumption by Borrower of any actual or contingent liabilities not permitted under this Agreement.

(h) **Notice of Litigation.** Promptly after the commencement thereof, notify Lender of all actions, suits and proceedings before any court or any governmental department, commission or board affecting Borrower or any of its properties.

(i) **Notice of Material Adverse Change.** Promptly inform Lender of (i) any and all material adverse changes in Borrower's financial condition, and (ii) all claims made against Borrower, which could materially affect the financial condition of Borrower.

(j) **Ownership and Liens.** Borrower will maintain good and marketable title to all Collateral free and clear of all liens, security interests, encumbrances or adverse claims, except for the security interest created by this Agreement and the security interests and other than for Permitted Liens. Borrower will not permit any dispute, right of setoff, counterclaim or defense to exist with respect to all or any part of the Collateral. Borrower will cause any financing statement or other security instrument with respect to the Collateral to be terminated, except as may exist or as may have been filed in favor of Lender. Borrower will defend at its expense Lender's right, title and security interest in and to the Collateral against the claims of any third party.

(k) **Further Assurances.** Borrower will from time to time at its expense promptly execute and deliver all further instruments and documents and take all further action necessary or appropriate or that Lender may request in order (i) to perfect and protect the security interest created or purported to be created hereby and the first priority of such security interest, (ii) to enable Lender to exercise and enforce its rights and remedies hereunder in respect of the Collateral, and (iii) to otherwise effect the purposes of this Agreement, including without limitation: (1) executing and filing such financing or continuation statements, or amendments thereto; and (2) furnishing to Lender from time to time statements and schedules further identifying and describing the Collateral and such other reports in connection with the Collateral, all in reasonable detail satisfactory to Lender.

(l) **Mortgagee's and Landlord's Waivers.** Borrower shall cause each mortgagee of real property owned by Borrower and each landlord of real property leased by Borrower to execute and deliver agreements satisfactory in form and substance to Lender by which such mortgagee or landlord waives or subordinates any rights it may have in the Collateral.

(m) **Accounts and General Intangibles.** Borrower will, except as otherwise provided herein, collect, at Borrower's own expense, all amounts due or to become due under each of the accounts and general intangibles. In connection with such collections, Borrower may and, at Lender's direction, will take such action not otherwise forbidden herein as Borrower or Lender may deem necessary or advisable to enforce collection or performance of each of the accounts and general intangibles. Borrower will also duly perform and cause to be performed all of its obligations with respect to the goods or services, the sale or lease or rendition of which gave rise or will give rise to each account and all of its obligations to be performed under or with respect to the general intangibles. Borrower also covenants and agrees to take any action and/or execute any documents that Lender may request in order to comply with the Federal Assignment of Claims Act, as amended.

(n) **Chattel Paper, Documents and Instruments.** Borrower will take such action as may be requested by Lender in order to cause any chattel paper, documents or



instruments to be valid and enforceable and will cause all chattel paper to have only one original counterpart. Upon request by Lender, Borrower will deliver to Lender all originals of chattel paper, documents or instruments and will mark all chattel paper with a legend indicating that such chattel paper is subject to the security interest granted hereunder.

8. **Negative Covenants.** Until the Note and all Indebtedness of Borrower under this Agreement and the other Loan Documents is fully paid and satisfied, and Lender has no further commitment to lend hereunder, Borrower will not, without the prior written consent of Lender:

(a) **Nature of Business.** Make any material change in the nature of its business as carried on as of the date hereof.

(b) **Liquidations, Mergers, Consolidations.** Liquidate, merge or consolidate with or into any other entity.

(c) **Sale of Assets.** Sell, transfer or otherwise dispose of any of its assets or properties, other than in the ordinary course of business.

(d) **Liens.** Create or incur any lien or encumbrance on any of its assets, other than (i) liens and security interests securing indebtedness owing to Lender, (ii) liens for taxes, assessments or similar charges either (1) not yet due, or (2) being contested in good faith by appropriate proceedings and for which Borrower has established adequate reserves, and (iii) Permitted Liens.

(e) **Indebtedness.** Create, incur or assume any indebtedness for borrowed money or issue or assume any other note, debenture, bond or other evidences of indebtedness, or guarantee any such indebtedness or such evidences of indebtedness of others, other than (i) borrowings from Lender, and (ii) borrowings set forth on Exhibit 8(e).

(f) **Transfer of Ownership.** Permit the sale, pledge or other transfer of any of the ownership interest in Borrower.

(g) **Change in Management.** Permit a change in the senior management of Borrower.

(h) **Loans.** Make any loans to any person or entity.

(i) **Transactions with Affiliates.** Enter into any transaction, including, without limitation, the purchase, sale or exchange of property or the rendering of any service, with any Affiliate (as hereinafter defined) of Borrower, except in the ordinary course of and pursuant to the reasonable requirements of Borrower's business and upon fair and reasonable terms no less favorable to Borrower than would be obtained in a comparable arm's-length transaction with a person or entity not an Affiliate of Borrower. As used herein, the term "Affiliate" means any individual or entity directly or indirectly controlling, controlled by, or under common control with, another individual or entity.

(j) **Dividends.** Borrower agrees not to declare or pay any dividends on any shares of Borrower's capital stock, make any other distributions with respect to any

payment on account of the purchase, redemption, or other acquisition or retirement of any shares of Borrower's capital stock, or make any other distribution, sale, transfer or lease of any of Borrower's assets other than in the ordinary course of business, unless any such amounts are directly utilized for the payment of principal or interest on indebtedness and obligations owing from time to time by Borrower to Lender.

(k) **Transfer or Encumbrance.** Borrower will not (i) sell, assign (by operation of law or otherwise), transfer, exchange, lease or otherwise dispose of any of the Collateral, (ii) grant a lien or security interest in or execute, file or record any financing statement or other security instrument with respect to the Collateral to any party other than Lender and for Permitted Liens, or (iii) deliver actual or constructive possession of any of the Collateral to any party other than Lender, except for (1) sales and leases of inventory in the ordinary course of business, and (2) the sale or other disposal of any item of equipment which is worn out or obsolete and which has been replaced by an item of equal suitability and value, owned by Borrower and made subject to the security interest under this Agreement, but which is otherwise free and clear of any lien, security interest, encumbrance or adverse claim; provided, however, the exceptions permitted in clauses (1) and (2) above shall automatically terminate upon the occurrence of an Event of Default.

(l) **Impairment of Security Interest.** Borrower will not take or fail to take any action that would in any manner impair the value or enforceability of Lender's security interest in any Collateral.

(m) **Compromise of Collateral.** Borrower will not adjust, settle, compromise, amend or modify any Collateral, except an adjustment, settlement, compromise, amendment or modification in good faith and in the ordinary course of business; provided, however, this exception shall automatically terminate upon the occurrence of an Event of Default or upon Lender's written request. Borrower shall provide to Lender such information concerning (i) any adjustment, settlement, compromise, amendment or modification of any Collateral, and (ii) any claim asserted by any account debtor for credit, allowance, adjustment, dispute, setoff or counterclaim, as Lender may request from time to time.

(n) **Financing Statement Filings.** Borrower will not cause or permit any change in the location of (i) any Collateral, (ii) any records concerning any Collateral, or (iii) Borrower's chief executive office, or (iv) the state of Borrower's organization to a jurisdiction other than as represented herein unless Borrower shall have notified Lender in writing of such change at least sixty (60) days prior to the effective date of such change, and shall have first taken all action required by Lender for the purpose of further perfecting or protecting the security interest in favor of Lender in the Collateral.

9. **Reporting Requirements.** Until the Note and all other Indebtedness of Borrower under this Agreement and the other Loan Documents is fully paid and satisfied, and Lender has no further commitment to lend hereunder, Borrower will, unless Lender shall otherwise consent in writing, furnish to Lender:

(a) **Interim Financial Statements.** As soon as available, and in any event within thirty (30) days after the end of each quarter of each fiscal year of Borrower, a

balance sheet and income statement of Borrower as of the end of such fiscal quarter all in form and substance and in reasonable detail satisfactory to Lender and duly certified (subject to year-end review adjustments) by the President or Chief Financial Officer of Borrower (i) as being true and correct in all material aspects to the best of his or her knowledge (subject to year end adjustments), and (ii) as having been prepared in accordance with generally accepted accounting principles, consistently applied.

(b) **Annual Financial Statements.** As soon as available and in any event within one hundred-twenty (120) days after the end of each fiscal year of Borrower, a balance sheet and income statement of Borrower as of the end of such fiscal year, in each case audited by independent public accountants of recognized standing acceptable to Lender.

10. **Rights of Lender.** Lender shall have the rights contained in this Section at all times during the period of time this Agreement is effective.

(a) **Additional Financing Statements Filings.** Borrower hereby authorizes Lender to file, without the signature of Borrower, one or more financing or continuation statements, and amendments thereto, relating to the Collateral. Borrower further agrees that a carbon, photographic or other reproduction of this Security Agreement or any financing statement describing any Collateral is sufficient as a financing statement and may be filed in any jurisdiction Lender may deem appropriate.

(b) **Power of Attorney.** Debtor hereby irrevocably appoints Secured Party as Debtor's attorney-in-fact, such power of attorney being coupled with an interest, with full authority in the place and stead of Debtor and in the name of Debtor or otherwise, from time to time in Secured Party's discretion, with full power and authority to perform the following acts on behalf of Debtor:

(i) In accordance with this Agreement, assigning, selling or otherwise disposing of all right, title and interest of Debtor in and to the Collateral listed on Schedule A, and all registrations and recordings thereof, and all pending applications therefor, and for the purpose of the recording, registering and filing of, or accomplishing any other formality with respect to the foregoing, and to execute and deliver any and all agreements, documents, instruments of assignment or other papers necessary or advisable to effect such purpose;

(ii) In accordance with this Agreement, to execute any and all documents, statements, certificates or other papers necessary or advisable in order to obtain the purposes described above as Secured Party may in its sole discretion determine.

(c) **Performance by Lender.** If Borrower fails to perform any agreement or obligation provided herein, Lender may itself perform, or cause performance of, such agreement or obligation, and the expenses of Lender incurred in connection therewith shall be a part of the Indebtedness, secured by the Collateral and payable by Borrower on demand.

(d) **Borrower's Receipt of Proceeds.** All amounts and proceeds (including instruments and writings) received by Borrower in respect of such accounts or general intangibles shall be received in trust for the benefit of Lender hereunder and, upon request of Lender, shall be segregated from other property of Borrower and shall be forthwith delivered to Lender in the same form as so received (with any necessary endorsement) and applied to the Indebtedness in such manner as Lender deems appropriate in its sole discretion.

(e) **Notification of Account Debtors.** Lender may at its discretion from time to time notify any or all Obligated Parties under any accounts or general intangibles (i) of Lender's security interest in such accounts or general intangibles and direct such Obligated Parties to make payment of all amounts due or to become due to Borrower thereunder directly to Lender, and (ii) to verify the accounts or general intangibles with such Obligated Parties. Lender shall have the right, at the expense of Borrower, to enforce collection of any such accounts or general intangibles and to adjust, settle or compromise the amount or payment thereof, in the same manner and to the same extent as Borrower.

11. **Events of Default.** Each of the following shall constitute an "Event of Default" under this Agreement:

(a) The failure, refusal or neglect of Borrower to pay when due any part of the principal of, or interest on, the Indebtedness owing to Lender by Borrower from time to time.

(b) The failure of Borrower to timely and properly observe, keep or perform any covenant, agreement, warranty or condition required herein or in any of the other Loan Documents.

(c) The occurrence of an event of default under any of the other Loan Documents or under any other agreement now existing or hereafter arising between Lender and Borrower.

(d) Any representation contained herein or in any of the other Loan Documents made by Borrower is false or misleading in any material respect.

(e) The occurrence of any event which permits the acceleration of the maturity of any indebtedness owing by Borrower to any third party under any agreement or understanding.

(f) If Borrower: (i) becomes insolvent, or makes a transfer in fraud of creditors, or makes an assignment for the benefit of creditors, or admits in writing its inability to pay its debts as they become due; (ii) generally is not paying its debts as such debts become due; (iii) has a receiver, trustee or custodian appointed for, or take possession of, all or substantially all of the assets of Borrower, either in a proceeding brought by Borrower or in a proceeding brought against Borrower and such appointment is not discharged or such possession is not terminated within sixty (60) days after the effective date thereof or Borrower consents to or acquiesces in such appointment or possession; (iv) files a petition for relief under the United States Bankruptcy Code or any

other present or future federal or state insolvency, Bankruptcy or similar laws (all of the foregoing hereinafter collectively called "Applicable Bankruptcy Law") or an involuntary petition for relief is filed against Borrower under any Applicable Bankruptcy Law and such involuntary petition is not dismissed within sixty (60) days after the filing thereof, or an order for relief naming Borrower is entered under any Applicable Bankruptcy Law, or any composition, rearrangement, extension, reorganization or other relief of Borrowers now or hereafter existing is requested or consented to by Borrower; (v) fails to have discharged within a period of thirty (30) days any attachment, sequestration or similar writ levied upon any property of Borrower; or (vi) fails to pay within thirty (30) days any final money judgment against Borrower.

(g) The entry of any judgment against Borrower or the issuance or entry of any attachment or other lien against any of the property of Borrower for an amount in excess of \$100,000.00 if undischarged, unbonded or undismissed within thirty (30) days after such entry.

(h) The Collateral or any portion thereof is taken on execution or other process of law in any action against Borrower.

(i) Borrower abandons the Collateral or any portion thereof.

(j) The holder of any lien or security interest on any of the assets of Borrower, including without limitation, the Collateral (without hereby implying the consent of Lender to the existence or creation of any such lien or security interest on the Collateral), declares a default thereunder or institutes foreclosure or other proceedings for the enforcement of its remedies thereunder.

(k) If Borrower is an entity, the liquidation, dissolution, merger or consolidation of any such entity or, if Borrower is an individual, the death or legal incapacity of any such individual.

Nothing contained in this Agreement shall be construed to limit the events of default enumerated in any of the other Loan Documents and all such events of default shall be cumulative.

12. **Remedies and Related Rights.** If an Event of Default shall have occurred, and without limiting any other rights and remedies provided herein, under any of the Loan Documents or otherwise available to Lender, Lender may exercise one or more of the rights and remedies provided in this Section.

(a) **Remedies.** Upon the occurrence of any one or more of the foregoing Events of Default, (a) the entire unpaid balance of principal of the Note, together with all accrued but unpaid interest thereon, and all other indebtedness owing to Lender by Borrower at such time shall, at the option of Lender, become immediately due and payable without further notice, demand, presentation, notice of dishonor, notice of intent to accelerate, notice of acceleration, protest or notice of protest of any kind, all of which are expressly waived by Borrower, and (b) Lender may, at its option, cease further advances under the Note and this Agreement, and cease the issuance of further Letters of Credit hereunder; provided, however, concurrently and automatically with the occurrence of an Event of Default under Subsection 11(f) (i) further advances under the Note and

this Agreement, and (ii) the Note and all other Indebtedness owing to Lender by Borrower at such time shall, without any action by Lender, become due and payable, without further notice, demand, presentation, notice of dishonor, notice of acceleration, notice of intent to accelerate, protest or notice of protest of any kind, all of which are expressly waived by Borrower. All rights and remedies of Lender set forth in this Agreement and in any of the other Loan Documents may also be exercised by Lender, at its option to be exercised in its sole discretion, upon the occurrence of an Event of Default, and not in substitution or diminution of any rights now or hereafter held by Lender under the terms of any other agreement.

(b) **Other Remedies.** Lender may from time to time at its discretion, without limitation and without notice except as expressly provided in any of the Loan Documents:

(i) exercise in respect of the Collateral all the rights and remedies of a Lender under the Code (whether or not the Code applies to the affected Collateral);

(ii) require Borrower to, and Borrower hereby agrees that it will at its expense and upon request of Lender, assemble the Collateral as directed by Lender and make it available to Lender at a place to be designated by Lender which is reasonably convenient to both parties;

(iii) reduce its claim to judgment or foreclose or otherwise enforce, in whole or in part, the security interest granted hereunder by any available judicial procedure;

(iv) sell or otherwise dispose of, at its office, on the premises of Borrower or elsewhere, the Collateral, as a unit or in parcels, by public or private proceedings, and by way of one or more contracts (it being agreed that the sale or other disposition of any part of the Collateral shall not exhaust Lender's power of sale, but sales or other dispositions may be made from time to time until all of the Collateral has been sold or disposed of or until the Indebtedness has been paid and performed in full), and at any such sale or other disposition it shall not be necessary to exhibit any of the Collateral;

(v) buy the Collateral, or any portion thereof, at any public sale;

(vi) buy the Collateral, or any portion thereof, at any private sale if the Collateral is of a type customarily sold in a recognized market or is of a type which is the subject of widely distributed standard price quotations;

(vii) apply for the appointment of a receiver for the Collateral, and Borrower hereby consents to any such appointment; and

(viii) at its option, retain the Collateral in satisfaction of the Indebtedness whenever the circumstances are such that Lender is entitled to do so under the Code or otherwise.

Borrower agrees that in the event Borrower is entitled to receive any notice under the Uniform Commercial Code, as it exists in the state governing any such notice, of the sale or other disposition of any Collateral, reasonable notice shall be deemed given when such notice is deposited in a depository receptacle under the care and custody of the United States Postal Service, postage prepaid, at Borrower's address set forth on the signature page hereof, five (5) days prior to the date of any public sale, or after which a private sale, of any of such Collateral is to be held. Lender shall not be obligated to make any sale of Collateral regardless of notice of sale having been given. Lender may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned.

(c) **Application of Proceeds.** If any Event of Default shall have occurred, Lender may at its discretion apply or use any cash held by Lender as Collateral, and any cash proceeds received by Lender in respect of any sale or other disposition of, collection from, or other realization upon, all or any part of the Collateral as follows in such order and manner as Lender may elect:

(i) to the repayment or reimbursement of the reasonable costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) incurred by Lender in connection with (1) the administration of the Loan Documents, (2) the custody, preservation, use or operation of, or the sale of, collection from, or other realization upon, the Collateral, and (3) the exercise or enforcement of any of the rights and remedies of Lender hereunder;

(ii) to the payment or other satisfaction of any liens and other encumbrances upon the Collateral;

(iii) to the satisfaction of the Indebtedness;

(iv) by holding such cash and proceeds as Collateral;

(v) to the payment of any other amounts required by applicable law (including without limitation, Section 9.504(a)(3) of the Code or any other applicable statutory provision); and

(vi) by delivery to Borrower or any other party lawfully entitled to receive such cash or proceeds whether by direction of a court of competent jurisdiction or otherwise.

(d) **Deficiency.** In the event that the proceeds of any sale of, collection from, or other realization upon, all or any part of the Collateral by Lender are insufficient to pay all amounts to which Lender is legally entitled, Borrower and any party who guaranteed or is otherwise obligated to pay all or any portion of the Indebtedness shall be liable for the deficiency, together with interest thereon as provided in the Loan Documents.

(e) **Non-Judicial Remedies.** In granting to Lender the power to enforce its rights hereunder without prior judicial process or judicial hearing, Borrower expressly

waives, renounces and knowingly relinquishes any legal right which might otherwise require Lender to enforce its rights by judicial process. Borrower recognizes and concedes that non-judicial remedies are consistent with the usage of trade, are responsive to commercial necessity and are the result of a bargain at arm's length. Nothing herein is intended to prevent Lender or Borrower from resorting to judicial process at either party's option.

(f) **Other Recourse.** Borrower waives any right to require Lender to proceed against any third party, exhaust any Collateral or other security for the Indebtedness, or to have any third party joined with Borrower in any suit arising out of the Indebtedness or any of the Loan Documents, or pursue any other remedy available to Lender. Borrower further waives any and all notice of acceptance of this Agreement and of the creation, modification, rearrangement, renewal or extension of the Indebtedness. Borrower further waives any defense arising by reason of any disability or other defense of any third party or by reason of the cessation from any cause whatsoever of the liability of any third party. Until all of the Indebtedness shall have been paid in full, Borrower shall have no right of subrogation and Borrower waives the right to enforce any remedy which Lender has or may hereafter have against any third party, and waives any benefit of and any right to participate in any other security whatsoever now or hereafter held by Lender. Borrower authorizes Lender, and without notice or demand and without any reservation of rights against Borrower and without affecting Borrower's liability hereunder or on the Indebtedness to (i) take or hold any other property of any type from any third party as security for the Indebtedness, and exchange, enforce, waive and release any or all of such other property, (ii) apply such other property and direct the order or manner of sale thereof as Lender may in its discretion determine, (iii) renew, extend, accelerate, modify, compromise, settle or release any of the Indebtedness or other security for the Indebtedness, (iv) waive, enforce or modify any of the provisions of any of the Loan Documents executed by any third party, and (v) release or substitute any third party.

13. **Indemnity.** Borrower hereby indemnifies and agrees to hold harmless Lender, and its officers, directors, employees, agents and representatives (each an "*Indemnified Person*") from and against any and all liabilities, obligations, claims, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature (collectively, the "*Claims*") which may be imposed on, incurred by, or asserted against, any Indemnified Person arising in connection with the Loan Documents, the Indebtedness or the Collateral (including without limitation, the enforcement of the Loan Documents and the defense of any Indemnified Person's actions and/or inactions in connection with the Loan Documents). **WITHOUT LIMITATION, THE FOREGOING INDEMNITIES SHALL APPLY TO EACH INDEMNIFIED PERSON WITH RESPECT TO ANY CLAIMS WHICH IN WHOLE OR IN PART ARE CAUSED BY OR ARISE OUT OF THE NEGLIGENCE OF SUCH AND/OR ANY OTHER INDEMNIFIED PERSON,** except to the limited extent the Claims against an Indemnified Person are proximately caused by such Indemnified Person's gross negligence or willful misconduct. If Borrower or any third party ever alleges such gross negligence or willful misconduct by any Indemnified Person, the indemnification provided for in this Section shall nonetheless be paid upon demand, subject to later adjustment or reimbursement, until such time as a court of competent jurisdiction enters a final judgment as to the extent and effect of the alleged gross negligence or willful misconduct. The indemnification provided for in this Section shall survive the termination of this Agreement and shall extend and



continue to benefit each individual or entity who is or has at any time been an Indemnified Person hereunder.

14. **Waiver and Agreement.** Neither the failure nor any delay on the part of Lender to exercise any right, power or privilege herein or under any of the other Loan Documents shall operate as a waiver thereof, nor shall any single or partial exercise of such right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege. No waiver of any provision in this Agreement or in any of the other Loan Documents and no departure by Borrower therefrom shall be effective unless the same shall be in writing and signed by Lender, and then shall be effective only in the specific instance and for the purpose for which given and to the extent specified in such writing. No modification or amendment to this Agreement or to any of the other Loan Documents shall be valid or effective unless the same is signed by the party against whom it is sought to be enforced.

15. **Benefits.** This Agreement shall be binding upon and inure to the benefit of Lender and Borrower, and their respective successors and assigns, provided, however, that Borrower may not, without the prior written consent of Lender, assign any rights, powers, duties or obligations under this Agreement or any of the other Loan Documents.

16. **Notices.** All notices, requests, demands or other communications required or permitted to be given pursuant to this Agreement shall be in writing and given by (a) personal delivery, (b) expedited delivery service with proof of delivery, or (c) United States mail, postage prepaid, registered or certified mail, return receipt requested, sent to the intended addressee at the address set forth on the signature page hereof and shall be deemed to have been received either, in the case of personal delivery, as of the time of personal delivery, in the case of expedited delivery service, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of mail, upon deposit in a depository receptacle under the care and custody of the United States Postal Service. Either party shall have the right to change its address for notice hereunder to any other location within the continental United States by notice to the other party of such new address at least thirty (30) days prior to the effective date of such new address.

17. **Construction.** This Agreement and the other Loan Documents have been executed and delivered in the State of Texas, shall be governed by and construed in accordance with the internal laws of the State of Texas, and shall be performable by the parties hereto in the county in Texas where Lender's address set forth on the signature page hereof is located.

18. **Invalid Provisions.** If any provision of this Agreement or any of the other Loan Documents is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable and the remaining provisions of this Agreement or any of the other Loan Documents shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance.

19. **Expenses.** Borrower shall pay all costs and expenses (including, without limitation, reasonable attorneys' fees) in connection with (a) any action required in the course of administration of the indebtedness and obligations evidenced by the Loan Documents, and (b) any action in the enforcement of Lender's rights upon the occurrence of Event of Default.

20. **Conflicts.** In the event any term or provision hereof is inconsistent with or conflicts with any provision of the other Loan Documents, the terms and provisions contained in this Agreement shall be controlling.

21. **Counterparts.** This Agreement may be separately executed in any number of counterparts, each of which shall be an original, but all of which, taken together, shall be deemed to constitute one and the same instrument.

**NOTICE OF FINAL AGREEMENT**

**THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES, AND THE SAME MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS BETWEEN THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.**

***REMAINDER OF PAGE LEFT INTENTIONALLY BLANK***

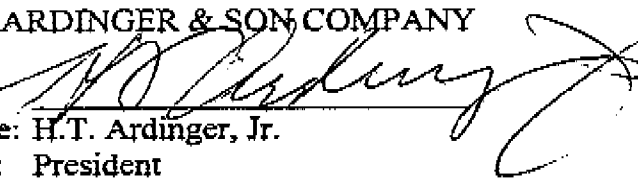
AGREED AND ACCEPTED as of the date first written above.

**LENDER:**

**ADDRESS:**

H.T. ARDINGER & SON COMPANY

9040 Governor's Row  
Dallas, TX 75247

By:   
Name: H.T. Ardinger, Jr.  
Title: President

**BORROWER:**

**ADDRESS:**

HTA TECHNOLOGY INVESTMENTS LLC

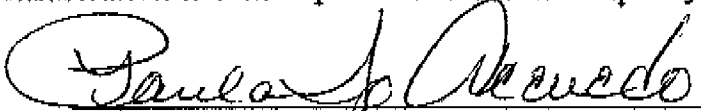
13900 Lincoln Park Drive, Suite 300  
Herndon, VA 20171

By:   
Name: H.T. Ardinger, Jr.  
Title: President

**BORROWER'S SIGNATURE**

STATE OF TEXAS           §  
                                  §  
COUNTY OF COLLIN       §

BEFORE ME, the undersigned authority, on this day personally appeared H. T. ARDINGER, JR., known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged that the same was the act of HTA TECHNOLOGY INVESTMENTS LLC, a Nevada limited liability company, and that he executed the same as the act of such corporation for the purposes and consideration herein expressed and in the capacity therein stated.


  
Notary Public – State of Texas

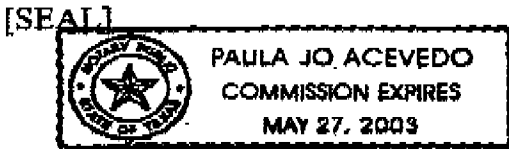


**LENDER'S SIGNATURE**

STATE OF TEXAS           §  
                                  §  
COUNTY OF COLLIN       §

BEFORE ME, the undersigned authority, on this day personally appeared H. T. ARDINGER, JR., known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged that the same was the act of HTA TECHNOLOGY INVESTMENTS LLC, a Nevada limited liability company, and that he executed the same as the act of such corporation for the purposes and consideration herein expressed and in the capacity therein stated.

  
Notary Public – State of Texas



**EXHIBITS**

**Exhibit 6(i) – Locations Where Collateral Is Kept**

13900 Lincoln Park Drive  
Suite 300  
Herndon, VA 20171

**Exhibit 8(d) – Permitted Liens**

Liens in favor of Ceyoniq, Inc. to secured purchase of assets.

**Exhibit 8(e) – Permitted Indebtedness**

\$600,000.00 promissory note executed by Debtor and Secured Party and payable to the order of Ceyoniq, Inc.

**Exhibit A**  
**Patents, Trademarks and Copyrights**

Please see attached.

**EXHIBIT A-1 (PATENTS)**

**Internet Component Object Method**  
US Patent Application Serial No. 09/443,344  
Filed November 19, 1999

**Optimization Method for the Storage and Retrieval of Electronic Documents in a Client Server System**  
US Patent Application Serial No. 09/265,574  
File March 10, 1999



**EXHIBIT A-2 (TRADEMARKS)**

ATTORNEY WORK PRODUCT

ATTORNEY-CLIENT COMMUNICATION

**CEYONIQ INC.**  
Trademark Status Chart

PRIVILEGED & CONFIDENTIAL

MARK COUNTRY	APPLICATION/REGISTRATION NO.	GOODS/SERVICES	CURRENT STATUS	NEXT ACTION DUE
<b>UNITED STATES</b>				
 NETWORK IMAGING CORPORATION THE INFORMATION ACCESS COMPANY & Design United States	Registration No. 2,082,756	Class 9: computer software in the field of comprehensive multimedia content management systems, computer hardware and peripherals, and scanners  Class 16: Publications in the field of computers and comprehensive multimedia content management, namely, printed documentation related to computer software, instructional manuals, books and pamphlets  Class 42: Consulting in the field of comprehensive multimedia content management; custom-design of computer software services in the field of comprehensive document management	Filed 12/12/94; Registered 7/29/97	Declaration of Use due 7/29/03; Renewal due 7/29/07
 Fan Design United States	Registration No. 2,327,325	Class 9: Computer programs and user manuals sold as a unit in the field of document, report and workflow management, business process control and management, and storage and retrieval of documents and multimedia data	Filed 5/20/98; Registered 3/7/00	Declaration of Use due 3/7/06; Renewal due 3/7/10



ATTORNEY-CLIENT COMMUNICATION

ATTORNEY-CLIENT COMMUNICATION

**CEYONIQ INC.**  
Trademark Status Chart

MARK COUNTRY	APPLICATION/REGISTRATION NO.	GOODS/SERVICES	CURRENT STATUS	NEXT ACTION DUE
APPBROKER.COM United States	Application No. 75/741,114	Class 42: Providing technical information in the field of downloadable software application via a global computer information network	Filed 7/1/99 (on the basis of intended use); Notice of Allowance mailed 4/3/01	ABANDONED (per client's 10/1/01 instructions)
APPSBROKER.COM United States	Application No. 75/742,127	Class 42: Providing technical information in the field of downloadable software application via a global computer information network	Filed 7/1/99 (on the basis of intended use); Notice of Allowance mailed 4/3/01	ABANDONED (per client's 10/1/01 instructions)
AUTOREEV United States	Registration No. 2,330,275	Class 9: Computer software and printed instructional manuals sold as a unit in the field of workflow management and business process control	Filed 5/20/98; Registered 3/14/00	Declaration of Use due 3/14/06; Renewal due 3/14/10

ATTORNEY WORK PRODUCT

ATTORNEY-CLIENT COMMUNICATION

**CEYONIQ INC.**  
Trademark Status Chart

MARK COUNTRY	APPLICATION/REGISTRATION NO.	GOODS/SERVICES	CURRENT STATUS	NEXT ACTION DUE
CEYONIQ United States	Application No. 76/336,326	Class 9: Computer software programs and user manuals sold as a unit in the fields of document, report and workflow management and business process control and management; storage and retrieval of documents and multimedia data; and comprehensive multimedia content management systems  Class 37: Computer services, namely maintenance and repair of computer optical disk drives  Class 42: Providing technical information in the field of downloadable software applications via a global computer information network; consulting in the field of comprehensive multimedia content management; custom-design of computer software services in the field of comprehensive document management; and computer software update services	Filed 11/13/01 (on the basis of intended use); Published for opposition 5/21/02	Check status of application 11/21/02
CHECKVIEW United States	Application No. 76/055,824	Class 9: Computer software and user manuals sold as a unit for use by financial institutions	Filed 5/24/00 (claiming a first use date of 3/80); Office Action mailed 12/11/01	ABANDONED (per client's 5/2/02 instructions)
DATA TREE United States	Registration No. 2,327,324	Class 9: Computer software and printed instructional manuals sold as a unit in the field of report storage management and retrieval	Filed 5/20/98; Registered 3/7/00	Declaration of Use due 3/7/06; Renewal due 3/7/10

Page 3 of 10  
August 9, 2002

79636 \* HRE  
1764811.DOC

ATTORNEY WORK PRODUCT

ATTORNEY-CLIENT COMMUNICATION

**CEYONIQ INC.**  
Trademark Status Chart

MARK COUNTRY	APPLICATION/REGISTRATION NO.	GOODS/SERVICES	CURRENT STATUS	NEXT ACTION DUE
DOCUTREEV United States	Registration No. 2,327,323	Class 9: Computer software and printed instruction manuals sold as a unit in the field of computer output and document management	Filed 5/20/98; Registered 3/7/00	Declaration of Use due 3/7/06; Renewal due 3/7/10
ETREEV United States	Registration No. 2,458,329	Class 9: Computer programs and use manuals sold as a unit in the field of document, report and workflow management, business process control and management, and storage and retrieval of documents and multimedia data	Filed 7/1/99; Registered 6/5/01	Declaration of Use due 6/5/07; Renewal due 6/5/11
ITREEV United States	Application No. 75741,115	Class 9: Computer programs and use manuals sold as a unit in the field of document, report and workflow management, business process control and management, and storage and retrieval of documents and multimedia data	Filed 7/1/99 (on the basis of intended use); Notice of Allowance mailed 5/23/00	ABANDONED (per client's instructions) 11/13/01
OMNITREEV United States	Registration No. 2,327,326	Class 9: Computer software and printed instructional manuals sold as a unit in the field of management and storage of multimedia data	Filed 5/20/98; Registered 3/7/00	Declaration of Use due 3/7/06; Renewal due 3/7/10
OPTICAL ADVANTAGE United States	Registration No. 1,743,577	Class 37: Computer services; namely, maintenance and repair of computer optical disk drives	Filed 4/24/92; Registered 12/29/92; Declaration of Use accepted 6/22/99	Renewal due 12/29/02

Page 4 of 10  
August 9, 2002

TP936 v1/RE  
11/04/01.DOC

ATTORNEY WORK PRODUCT

ATTORNEY-CLIENT COMMUNICATION

**CEYONIQ INC.**  
Trademark Status Chart

MARK COUNTRY	APPLICATION/REGISTRATION NO.	GOODS/SERVICES	CURRENT STATUS	NEXT ACTION DUE
OPTICAL ADVANTAGE United States	Registration No. 1,742,920	Class 9: Computer optical disk storage holders and cases	Filed 4/24/92; Registered 12/29/92; Declaration of Use accepted 6/22/99	Renewal due 12/29/02
SMARTLEDGER United States		Class 9: Computer hardware and software for accounting and inventory management	Full search ordered 5/31/01; full search to client 6/7/01	CLOSED
TAKING INFORMATION TO THE NEXT POWER United States	Application No. 76/055,948	Class 9: Computer software programs	Filed 5/24/00 (claiming a first use date of 4/00)	ABANDONED (per client's 11/26/01 instructions)
TREEV United States	Registration No. 1,522,495	Class 9: Computer programs and user manuals sold as a unit for use in capturing and storing data from a data processing center and retrieving the data via a personal computer	Filed 6/20/88; Registered 1/31/89; Declaration of Use accepted 9/25/95	Renewal due 1/31/09

Page 5 of 10  
August 9, 2002

19836 v1/RE  
1PG4011.DOC

ATTORNEY WORK PRODUCT

ATTORNEY-CLIENT COMMUNICATION

**CEYONIQ INC.**

Trademark Status Chart

MARK COUNTRY	APPLICATION/REGISTRATION NO.	GOODS/SERVICES	CURRENT STATUS	NEXT ACTION DUE
TREEV 2000 United States	Registration No. 2,343,210	Class 9: Computer programs and use manuals sold as a unit in the field of document, report and workflow management, business process control and management, and storage and retrieval of documents and multimedia data	Filed 4/12/99; Registered 4/18/00	Declaration of Use due 4/18/04; Renewal due 4/18/10
TREEV FRAMEWORK United States	Registration No. 2,397,204	Class 9: Computer programs and use manuals sold as a unit in the field of document, report and workflow management, business process control and management, and storage and retrieval of documents and multimedia data	Filed 4/12/99; Registered 10/24/00	Declaration of Use due 10/24/06; Renewal due 10/24/10
<b>CANADA</b>				
CEYONIQ Canada	Application No. 1122910	Computer software programs and user manuals sold as a unit in the fields of document, report and workflow management and business process control and management; storage and retrieval of documents and multimedia data; and comprehensive multimedia content management systems  Computer services, namely maintenance and repair of computer optical disk drives; Providing technical information in the field of downloadable software applications via a global computer information network; consulting in the field of comprehensive multimedia content management; custom-design of computer software services in the field of comprehensive document management; and computer software update services	Filed 11/21/01 (claiming a first use date of 6/28/01 and the priority of US App. No. 76/336,326)	Check status of application 3/21/03  (Note: The Canadian Trademark Office takes 15-18 months to examine an application.)

Page 6 of 10  
August 9, 2002

79636 v1/RE  
IPF4011.DOC

ATTORNEY WORK PRODUCT

ATTORNEY-CLIENT COMMUNICATION

**CEYONIQ INC.**  
Trademark Status Chart

PRIVILEGED & CONFIDENTIAL

MARK COUNTRY	APPLICATION/REGISTRATION NO.	GOODS/SERVICES	CURRENT STATUS	NEXT ACTION DUE
<b>EUROPEAN COMMUNITY</b>				
CEYONIQ European Community	Application No. 2469195	Class 9: Computer software programs and user manuals sold as a unit in the fields of document, report and workflow management and business process control and management; storage and retrieval of documents and multimedia data; and comprehensive multimedia content management systems  Class 37: Computer services, namely, maintenance and repair of computer optical disk drives  Class 42: Providing technical information in the field of downloadable software applications via a global computer information network; consulting in the field of comprehensive multimedia content management; custom-design of computer software services in the field of comprehensive document management; and computer software update services	Filed 11/20/01 (claiming the priority of US App. No. 76/336,326); Office Action response due 8/12/02; Extension Requested	Response due 10/16/02

Page 7 of 10  
August 9, 2002

79636\*1FRE  
IPG4011.DOC



ATTORNEY WORK PRODUCT

ATTORNEY-CLIENT COMMUNICATION

PRIVILEGED & CONFIDENTIAL

**CEYONIQ INC.**  
Trademark Status Chart

MARK COUNTRY	APPLICATION/REGISTRATION NO.	GOODS/SERVICES	CURRENT STATUS	NEXT ACTION DUE
<b>SINGAPORE</b>				
CEYONIQ Singapore	Application No. T01/18702H	Class 9: Computer software programs and user manuals sold as a unit in the fields of document, report and workflow management and business process control and management; storage and retrieval of documents and multimedia data; and comprehensive multimedia content management systems	Filed 12/4/01	Check status of application 12/4/02
CEYONIQ Singapore	Application No. T01/18703F	Class 37: Computer services, namely maintenance and repair of computer optical disk drives	Filed 12/4/01; Office action issued (Issues: significance of the mark)	Response due 9/20/02
CEYONIQ Singapore	Application No. T01/18704D	Class 42: Providing technical information in the field of downloadable software applications via a global computer information network; consulting in the field of comprehensive multimedia content management; custom-design of computer software services in the field of comprehensive document management; and computer software update services	Filed 12/4/01; Office action issued (Issues: significance of the mark and wording of the services)	Response due 9/20/02



ATTORNEY WORK PRODUCT

ATTORNEY-CLIENT COMMUNICATION

**CEYONIQ INC.**  
Trademark Status Chart

MARK COUNTRY	APPLICATION/REGISTRATION NO.	GOODS/SERVICES	CURRENT STATUS	NEXT ACTION DUE
<b>SWITZERLAND</b>				
CEYONIQ Switzerland	Application No. 2001/11147  Registration No. 498360	Class 9: Computer software programs in the fields of document, report and work-flow management and business process control and management; computer software for storage and retrieval of documents and multimedia data; and computer software for comprehensive multimedia content management systems  Class 16: User manuals sold as a unit with all the products mentioned in Class 9  Class 37: Computer services, namely maintenance and repair of computer optical disk drives  Class 42: Providing technical information in the field of downloadable software applications via a global computer information network; consulting in the field of comprehensive multimedia content management systems; custom-design of computer software services in the field of comprehensive document management; and computer software update services	Filed 11/23/01; Registered 5/15/02	Use due 5/15/07; Renewal due 11/23/11

PRIVILEGED & CONFIDENTIAL

**EXHIBIT A-3 (COPYRIGHTS)**

AUTOTREEV 1.0, Reg. No. TX4957169

AUTOTREEV 1.0 SERVER, Reg. No. TX4957043

DATATREEV 1.0, Reg. No. TX4957018

DOCUTREEV 1.0, Reg. No. TX4957042

OMNITREEV 1.0, Reg. No. TX4961377

THE TREEV SYSTEM GUIDE TO OPERATIONS, Reg. No. TX2797268

TREEV, Reg. No. TX2809228

VERSION 1.0 CLASS, Reg. No. TX5136554

COLD 6.2 (Reg. No. Unknown)

eTREEV (Reg. No. Unknown)

OBJECT MANAGER (Reg. No. Unknown)

UTILITY 2.2/VOYAGER II, 2.2 (Reg. No. Unknown)

WORKFLOW 2.0 (Reg. No. Unknown)