

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

Tab settings ⇌ ⇌ ⇌ ▼ ▼ ▼ ▼ ▼ ▼ ▼

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

1. Name of conveying party(ies):
ALLEN SYSTEMS GROUP, INC.

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

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

2. Name and address of receiving party(ies)
Name: KEYBANK NATIONAL ASSOCIATION
Internal
Address: _____
Street Address: 127 Public Square
City: Cleveland State: OH Zip: 44144

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other national banking association

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: 1/11/2005

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)
See page 2.

B. Trademark Registration No.(s)
See page 2.

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Theodore D. Lienesch
Internal Address: Thompson Hine LLP
2000 Courthouse Plaza NE
Street Address: 10 West Second Street
City: Dayton State: Ohio Zip: 45402

6. Total number of applications and registrations involved: 60

7. Total fee (37 CFR 3.41).....\$ 1,515.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
20-0809
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

John F. Kane, Reg. No. 44,815
Name of Person Signing


Signature

3/7/05
Date

Total number of pages including cover sheet, attachments, and document: 42

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

CH \$1615.00 200809 78106476

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

Page 2

4. Application numbers or registration numbers:

A. Trademark Application Numbers:

78/105,475	76/495,550	76/462,759
75/576,359	76/013,542	76/320,854

B. Trademark Registration Numbers:

2,601,192	2,254,806	1,374,580	2,414,599
2,042,869	2,008,074	1,730,799	1,352,525
2,392,701	2,476,610	1,372,202	1,787,917
2,781,593	1,458,133	2,054,188	2,045,508
2,042,870	1,681,000	2,222,063	2,145,011
1,994,927	2,049,411	1,805,857	1,758,063
1,710,731	1,715,123	1,641,086	1,633,753
1,353,436	2,601,435	2,284,053	2,290,531
2,256,342	2,132,669	2,192,780	2,100,924
2,136,601	2,028,587	1,980,668	1,950,868
2,404,954	1,972,502	1,945,519	1,945,520
1,954,626	1,999,141	1,946,695	1,979,350
1,950,865	1,990,534	1,921,796	2,053,814
2,100,609	1,725,209		

INTELLECTUAL PROPERTY COLLATERAL ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY COLLATERAL ASSIGNMENT AGREEMENT (as the same may from time to time be amended, restated or otherwise modified, this "Agreement") is made as of the 11th day of January, 2005, by ALLEN SYSTEMS GROUP, INC., a Delaware corporation ("Borrower"), in favor of KEYBANK NATIONAL ASSOCIATION, as the lead arranger, sole book runner and administrative agent under the Credit Agreement, as hereinafter defined ("Agent"), for the benefit of the Lenders, as hereinafter defined.

1. Recitals.

Borrower is entering into that certain Credit and Security Agreement, dated as of January 11, 2005, with the lenders listed on Schedule 1 thereto (together with their respective successors and assigns, collectively, the "Lenders" and, individually, each a "Lender") and Agent (as the same may from time to time be amended, restated or otherwise modified, the "Credit Agreement"). Borrower desires that the Lenders grant to Borrower the financial accommodations as described in the Credit Agreement.

Borrower deems it to be in the direct pecuniary and business interests of Borrower that it obtain from the Lenders the Commitment, as defined in the Credit Agreement, and the Loans and Letters of Credit, as each term is defined in the Credit Agreement, provided for in the Credit Agreement.

Borrower understands that the Lenders are willing to grant such financial accommodations to Borrower only upon certain terms and conditions, one of which is that Borrower grant to Agent, for the benefit of the Lenders, a security interest in and an assignment of the Collateral, as hereinafter defined, and this Agreement is being executed and delivered in consideration of each financial accommodation granted to Borrower by the Lenders and for other valuable considerations.

2. Definitions. Except as specifically defined herein, (a) capitalized terms used herein that are defined in the Credit Agreement shall have their respective meanings ascribed to them in the Credit Agreement, and (b) unless otherwise defined in the Credit Agreement, terms that are defined in the U.C.C. are used herein as so defined. As used in this Agreement, the following terms shall have the following meanings:

"Assignment" shall mean an Assignment in the form of Exhibit A attached hereto.

"Collateral" shall mean, collectively, all of Borrower's existing and future right, title and interest in, to and under (a) industrial designs, patents, patent registrations, patent applications, trademarks, trademark registrations, trademark applications, service marks, trade names, and copyright registrations and other intellectual property or registrations, whether federal, state or foreign, including, but not limited to, those listed on Schedule 1 hereto (as such Schedule 1 may

from time to time be amended, supplemented or otherwise modified); (b) common law trademark rights, copyrights, improvements, confidential information and inventions; (c) renewals, continuations, extensions, reissues and divisions of any of the foregoing; (d) rights to sue for past, present and future infringements or any other commercial tort claims relating to any of the foregoing; (e) all licenses and all income, revenue and royalties with respect to any licenses, whether registered or unregistered and all other payments earned under contract rights relating to any of the foregoing; (f) all general intangibles and all intangible intellectual or similar property of Borrower connected with and symbolized by any of the foregoing; (g) goodwill associated with any of the foregoing; (h) all payments under insurance, including the returned premium upon any cancellation of insurance (whether or not Agent or any Lender is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to any of the foregoing; and (i) Proceeds of any of the foregoing.

"Event of Default" shall mean an event or condition that constitutes an Event of Default, as defined in Section 8 hereof.

"Hedge Agreement" shall mean any Hedge Agreement, as defined in the Credit Agreement, existing between a Company and a Lender.

"Obligations" shall mean, collectively, (a) all Loans and Letters of Credit; (b) all other Indebtedness or other obligations now owing or hereafter incurred by Borrower to Agent or any Lender pursuant to the Credit Agreement and the Notes executed in connection therewith; (c) each renewal, extension, consolidation or refinancing of any of the foregoing, in whole or in part; (d) all interest from time to time accruing on any of the foregoing, and all fees and other amounts payable to Agent or any Lender pursuant to the Credit Agreement or any other Loan Document; (e) all obligations and liabilities of any Company now existing or hereafter incurred to Agent or any Lender (or any affiliate of such Lender) under, arising out of, or in connection with any Hedge Agreement; (f) every other liability, now or hereafter owing to Agent or any Lender by any Company or Borrower pursuant to the Credit Agreement or any other Loan Document; and (g) all Related Expenses.

"Proceeds" shall mean (a) any proceeds, and (b) whatever is received upon the sale, exchange, collection, or other disposition of Collateral or proceeds, whether cash or non-cash. Cash proceeds includes, without limitation, moneys, checks, and Deposit Accounts. Except as expressly authorized in this Agreement or the Credit Agreement, the right of Agent and the Lenders to Proceeds specifically set forth herein or indicated in any financing statement shall never constitute an express or implied authorization on the part of Agent or any Lender to Borrower's sale, exchange, collection, or other disposition of any or all of the Collateral.

"USCO" shall mean the United States Copyright Office in Washington D.C.

"USPTO" shall mean the United States Patent and Trademark Office in Washington D.C.

3. Grant of Assignment and Security Interest. In consideration of and as security for the full and complete payment of all of the Obligations, Borrower hereby agrees that Agent shall at all times have, and hereby grants to Agent, for the benefit of the Lenders, a security interest in

and a collateral assignment of all of the Collateral, including (without limitation) all of Borrower's future Collateral, irrespective of any lack of knowledge by Agent or the Lenders of the creation or acquisition thereof.

4. Representations and Warranties. Borrower hereby represents and warrants to Agent and each Lender as follows:

4.1. Borrower owns all of the Collateral and, whether the same are registered or unregistered, no such Collateral has been adjudged invalid or unenforceable.;

4.2. The Collateral is valid and enforceable;

4.3. Borrower has no knowledge of any claim that the use of any of the Collateral does or may violate the rights of any Person;

4.4. Borrower is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Collateral, free and clear of any liens, charges and encumbrances, including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by Borrower not to sue third Persons, except for such covenants not to sue third Persons under the License and Distribution Agreement with Radview Software, Inc., the Source Code Agreement with Serena Software, Inc. and the Distribution Agreement with Arthur L. Allen;

4.5. Borrower has full power, authority and legal right to pledge the Collateral and enter into this Agreement and perform its terms; and

4.6. Borrower has used, and shall continue to use, for the duration of this Agreement, proper statutory notice in connection with its use of the Collateral, except where the failure to do so will not have a Material Adverse Effect.

5. Further Assignment Prohibited. Borrower shall not enter into any agreement that is inconsistent with Borrower's obligations under this Agreement and, except as permitted under the Credit Agreement, shall not otherwise sell or assign its interest in, or grant any license or sublicense with respect to, any of the Collateral, without Agent's prior written consent. Absent such prior written consent, any attempted sale or license is null and void.

6. Right to Inspect. Borrower hereby grants to Agent, for the benefit of the Lenders, and its employees and agents the right, during regular business hours, to visit any location of Borrower or, if applicable, any other location, and to inspect the products and quality control records relating thereto at Borrower's expense.

7. Standard Patent and Trademark Use. Borrower shall not use the Collateral in any manner that would jeopardize the validity or legal status thereof. Borrower shall comply with all patent marking requirements as specified in 35 U.S.C. §287. Borrower shall further conform its usage of any trademarks to standard trademark usage, including, but not limited to, using the trademark symbols ®, ™, and SM where appropriate.

8. Event of Default.

8.1. The occurrence of an Event of Default, as defined in the Credit Agreement, shall constitute an Event of Default.

8.2. Borrower expressly acknowledges that Agent, on behalf of the Lenders, shall record this Agreement with the USCO and the USPTO, as appropriate. Contemporaneously herewith, Borrower shall execute and deliver to Agent the Assignment, which Assignment shall have no force and effect and shall be held by Agent in escrow until the occurrence and during the continuation of an Event of Default; provided, that, anything herein to the contrary notwithstanding, the security interest and collateral assignment granted herein shall be effective as of the date of this Agreement. After the occurrence of and during the continuation of an Event of Default, the Assignment shall immediately take effect upon certification of such fact by an authorized officer of Agent in the form reflected on the face of the Assignment and Agent may, in its sole discretion, record the Assignment with the USCO and the USPTO, as appropriate.

8.3. Upon the occurrence and during the continuation of an Event of Default, Borrower irrevocably authorizes and empowers Agent, on behalf of the Lenders, to terminate Borrower's use of the Collateral and to exercise such rights and remedies as allowed by law. Without limiting the generality of the foregoing, after any delivery or taking of possession of the Collateral, or any thereof, pursuant to this Agreement, then, with or without resort to Borrower or any other Person or property, all of which Borrower hereby waives, and upon such terms and in such manner as Agent may deem advisable, Agent, on behalf of the Lenders, may in its sole discretion, sell, assign, transfer and deliver any of the Collateral, together with the associated goodwill, or any interest that Borrower may have therein, at any time, or from time to time. No prior notice need be given to Borrower or to any other Person in the case of any sale of Collateral that Agent determines to be declining speedily in value or that is customarily sold in any recognized market, but in any other case Agent shall give Borrower no fewer than ten days prior notice of either the time and place of any public sale of the Collateral or of the time after which any private sale or other intended disposition thereof is to be made. Borrower waives advertisement of any such sale and (except to the extent specifically required by the preceding sentence) waives notice of any kind in respect of any such sale. At any such public sale, Agent or any Lender may purchase the Collateral, or any part thereof, free from any right of redemption, all of which rights Borrower hereby waives and releases. After deducting all Related Expenses, and after paying all claims, if any, secured by liens having precedence over this Agreement, Agent may apply the net proceeds of each such sale to or toward the payment of the Obligations, whether or not then due, in such order and by such division as Agent in its sole discretion may deem advisable. Any excess, to the extent permitted by law, shall be paid to Borrower, and the obligors on the Obligations shall remain liable for any deficiency. In addition, Agent shall at all times have the right to obtain new appraisals of Borrower or the Collateral (provided that, unless an Event of Default shall have occurred and be continuing, such appraisal shall be limited to one per calendar year), the cost of which shall be paid by Borrower.

9. Maintaining Collateral; Attorneys' Fees, Costs and Expenses. Borrower shall have the obligation and duty to perform all acts necessary to maintain or preserve the Collateral,

provided that Borrower shall not be obligated to maintain any Collateral in the event Borrower determines, in the reasonable business judgment of Borrower, that the maintenance of such Collateral is no longer necessary in Borrower's business. Any and all fees, costs and expenses, of whatever kind or nature, including, without limitation, the reasonable attorneys' fees and legal expenses incurred by Agent and the Lenders in connection with the amendment and enforcement of this Agreement, all renewals, required affidavits and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Collateral, shall be borne and paid by Borrower, upon demand by Agent and, until so paid, shall be added to the principal amount of the Obligations.

10. Borrower's Obligation to Prosecute. Except as otherwise agreed to by Agent in writing, Borrower shall have the duty to prosecute diligently any patent, trademark, servicemark or copyright application pending as of the date of this Agreement or thereafter, unless such failure to prosecute will not have a material adverse effect on Borrower, until the Obligations shall have been paid in full, to file and prosecute opposition and cancellation proceedings and to do any and all acts that are necessary or desirable to preserve and maintain all rights in the Collateral, including, but not limited to, payment of any maintenance fees. Any expenses incurred in connection with the Collateral shall be borne by Borrower. Borrower shall not abandon any Collateral without the prior written consent of Agent, unless such abandonment will not have a material adverse effect on Borrower or such abandonment is in connection with the abandonment of a product or product line.

11. Agent's Right to Enforce. Borrower shall have the right to bring any opposition proceeding, cancellation proceeding or lawsuit in its own name to enforce or protect the Collateral. Agent, on behalf of the Lenders, shall have the right, but shall have no obligation, to join in any such action. Borrower shall promptly, upon demand, reimburse and indemnify Agent and the Lenders for all damages, reasonable costs and expenses, including reasonable attorneys' fees, incurred by Agent and the Lenders in connection with the provisions of this Section 11, in the event Agent, on behalf of the Lenders, elects to join in any such action commenced by Borrower.

12. Power of Attorney. Borrower hereby authorizes and empowers Agent, on behalf of the Lenders, after the occurrence and during the continuation of an Event of Default, to make, constitute and appoint any officer or agent of Agent as Agent may select, in its exclusive discretion, as Borrower's true and lawful attorney-in-fact, with the power to endorse, after the occurrence of an Event of Default, Borrower's name on all applications, documents, papers and instruments necessary for Agent, on behalf of the Lenders, to use the Collateral, or to grant or issue any exclusive or nonexclusive license under the Collateral to any third party, or necessary for Agent, on behalf of the Lenders, to assign, pledge, convey or otherwise transfer title in or dispose of the Collateral, together with associated goodwill to a third party or parties. Borrower hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Agreement.

13. Agent's Right to Perform Obligations. If Borrower fails to comply with any of its obligations under this Agreement, Agent, on behalf of the Lenders, may, but is not obligated to, do so in Borrower's name or in the name of Agent, on behalf of the Lenders, but at Borrower's expense, and Borrower hereby agrees to reimburse Agent, upon request, in full for all expenses, including reasonable attorneys' fees, incurred by Agent and the Lenders in protecting, defending and maintaining the Collateral.

14. Additional Documents. Borrower shall, upon written request of Agent, enter into such additional documents or instruments as may be required by Agent in order to effectuate, evidence or perfect the interest of Agent and the Lenders in the Collateral, as evidenced by this Agreement.

15. New Collateral. If, before the Obligations shall have been irrevocably paid in full and the Commitment terminated, Borrower shall obtain rights to any new Collateral, the provisions of this Agreement hereby shall automatically apply thereto as if the same were identified on Schedule 1 as of the date hereof and Borrower shall give Agent prompt written notice thereof.

16. Modifications for New Collateral. Borrower hereby authorizes Agent to modify this Agreement by amending Schedule 1 to include any future Collateral as contemplated by Sections 1 and 15 hereof and, at Agent's request, Borrower shall execute any documents or instruments required by Agent in order to modify this Agreement as provided by this Section 16, provided that any such modification to Schedule 1 shall be effective without the signature of Borrower.

17. Termination. At such time as the Obligations has been irrevocably paid in full, the Commitment, as defined in the Credit Agreement, terminated, and the Credit Agreement terminated and not replaced by any other credit facility with Agent and the Lenders, Borrower shall have the right to terminate this Agreement. Upon written request of Borrower, Agent shall execute and deliver to Borrower all deeds, assignments, and other instruments as may be necessary or proper to release Agent's security interest in and assignment of the Collateral and to re-vest in Borrower full title to the Collateral, subject to any disposition thereof that may have been made by Agent, for the benefit of the Lenders, pursuant hereto.

18. Release of Collateral. In the event any part of the Collateral is sold in connection with a sale permitted by Section 5.12 of the Credit Agreement (or is otherwise released at the direction of Agent, the Required Lenders, or all of the Lenders, as may be required by Section 11.3 of the Credit Agreement), and the proceeds of such sale or sales or from such release are applied in accordance with the terms of the Credit Agreement to the extent required to be so applied, Agent, at the request and expense of Borrower, will (a) release such Collateral from this Agreement, and (b) duly assign, transfer and deliver to Borrower (without recourse and without any representation or warranty) such Collateral as is then (or has been) so sold or released and as may be in possession of Agent and has not theretofore been released pursuant to this Agreement.

19. No Waiver. No course of dealing between Borrower and Agent or any Lender, nor any failure to exercise, nor any delay in exercising, on the part of Agent or any such Lender,

any right, power or privilege hereunder or under any of the Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

20. Remedies Cumulative. All of the rights and remedies of Agent and the Lenders with respect to the Collateral, whether established hereby or by the Loan Documents, or by any other agreements or by law shall be cumulative and may be executed singularly or concurrently.

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

22. Modifications. This Agreement may be amended or modified only by a writing signed by Borrower and Agent. In the event that any provision of this Agreement is deemed to be inconsistent with any provision of any other document, other than the Credit Agreement, the provisions of this Agreement shall control.

23. Assignment and Successors. This Agreement shall not be assigned by Borrower without the prior written consent of Agent. This Agreement shall bind the successors and permitted assigns of Borrower and shall benefit the respective successors and assigns of Agent and the Lenders. Any attempted assignment or transfer without the prior written consent of Agent shall be null and void.

24. Notice. All notices, requests, demands and other communications provided for hereunder shall be in writing and, if to Borrower, mailed or delivered to it, addressed to it at the address of Borrower specified on the signature page of this Agreement (with a courtesy copy to Borrower at 1333 Third Avenue, Naples, Florida 34102, Attn: General Counsel), if to Agent or any Lender, mailed or delivered to it, addressed to the address of Agent or such Lender specified on the signature pages of the Credit Agreement or, as to each party, at such other address as shall be designated by such party in a written notice to each of the other parties. All notices, statements, requests, demands and other communications provided for hereunder shall be deemed to be given or made when delivered or two Business Days after being deposited in the mails with postage prepaid by registered or certified mail, addressed as aforesaid, or sent by facsimile with telephonic confirmation of receipt, except that notices from Borrower to Agent or any Lender pursuant to any of the provisions hereof shall not be effective until received by Agent or such Lender.

25. Governing Law; Submission to Jurisdiction. The provisions of this Agreement and the respective rights and duties of Borrower, Agent and the Lenders hereunder shall be governed by and construed in accordance with Ohio law, without regard to principles of conflict of laws. Borrower hereby irrevocably submits to the non-exclusive jurisdiction of any Ohio state or federal court sitting in Cleveland, Ohio, over any action or proceeding arising out of or relating to this Agreement, any Loan Document or any Related Writing, and Borrower hereby

irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such Ohio state or federal court. Borrower hereby irrevocably waives, to the fullest extent permitted by law, any objection it may now or hereafter have to the laying of venue in any such action or proceeding in any such court as well as any right it may now or hereafter have to remove such action or proceeding, once commenced, to another court on the grounds of FORUM NON CONVENIENS or otherwise. Borrower agrees that a final, nonappealable judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

[Remainder of page intentionally left blank.]

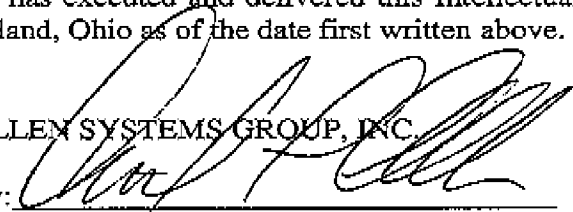
11046873v2

26. JURY TRIAL WAIVER. BORROWER, TO THE EXTENT PERMITTED BY LAW, HEREBY WAIVES ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, AMONG AGENT, THE LENDERS AND BORROWER OR ANY THEREOF, ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED AMONG THEM IN CONNECTION WITH THIS AGREEMENT OR ANY NOTE OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION THEREWITH OR THE TRANSACTIONS RELATED THERETO.

IN WITNESS WHEREOF, the undersigned has executed and delivered this Intellectual Property Collateral Assignment Agreement at Cleveland, Ohio as of the date first written above.

Address: 1333 Third Avenue South
Naples, Florida 34102
Attention: Arthur L. Allen

ALLEN SYSTEMS GROUP, INC.

By: 
Arthur L. Allen
President

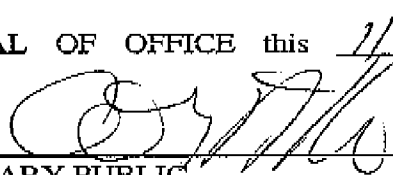
Signature Page to
Intellectual Property Assignment Agreement

ACKNOWLEDGMENTS

THE STATE OF Ohio)
) SS:
COUNTY OF Cuyahoga)

BEFORE ME, the undersigned authority, on this day personally appeared Arthur L. Aker, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Allen Systems Group, Inc., a Delaware corporation, and that she/he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 11th day of January, 2005



NOTARY PUBLIC

Adam R. Nazette
Notary Public State of Ohio
My Commission Has No Expiration

SCHEDULE 1**A. COPYRIGHTS**

<u>Description</u>	<u>Registration/Application No.</u>	<u>Issue/File Date</u>
<u>ALLEN SYSTEMS GROUP, INC.</u>		
1. ASG-ADDERS (MVS/VSE/CICS 4.2.0)	TX 4-679-357	06/18/1998
2. ASG-ADDERS (MVS/VSE/CICS 6.0.0)	TX-4-950-256	03/22/1999
3. ASG-ADDERS (PC 6.0.0)	TX-4-956-980	03/22/1999
4. ASG-ALLIANCE (5.0.0)	TX 5-368-094	03/26/2001
5. ASG-ALLIANCE (6.0.1)	TX 5-630-558	08/01/2002
6. ASG-ALLIANCE (7.1.1)	TX-6-001-558	07/26/2004
7. ASG-ASSURE (1.0.0)	TX-5-030-289	06/23/1999
8. ASG-AUDIT FOR SECURITY SERVER (4.3.4)	TX-6-010-595	08/04/2004
9. ASG-AUTO DBA (4.3.0)	TO BE COPYRIGHTED	
10. ASG-AUTOCHANGE (5.0.0)	TX 5-366-631	03/26/2001
11. ASG-AUTOCHANGE (6.0.1)	TX 5-630-576	08/01/2002
12. ASG-AUTOCHANGE (7.1.1)	TX-6-001-559	07/06/2004
13. ASG-becubic legacy tm (4.9.5)	TX-6-002-788	08/04/2004
14. ASG-BECUBIC LEGACY FOR MODERNIZATION (fM) 4.1.0	PENDING COPYRIGHT	
15. ASG-becubic legacy TM for Modernization (fM) (4.1.4)	TO BE COPYRIGHTED	
16. ASG-BRIDGE (5.0.0)	TX 5-345-699	03/26/2001
17. ASG-BRIDGE (6.0.1)	TX 5-630-575	08/01/2002
18. ASG-BRIDGE (7.1.1)	TO BE COPYRIGHTED	
19. ASG-BUSINESS INFORMATION PORTAL (2.1.0)	TX 5-655-111	08/22/2002
20. ASG-BUSINESS INFORMATION PORTAL (3.0.0)	TX 5-655-112	08/22/2002
21. ASG-BUSINESS INFORMATION PORTAL (3.1.0)	TX5-690-695	03/07/2003
22. ASG-BUSINESS INFORMATION	TX5-690-685	03/7/2003

1

CONFIDENTIAL – ALLEN SYSTEMS GROUP, INC.

	PORTAL (3.2.0)		
23.	ASG-CATS (2.6.0)	TX 4-740-899	09/17/1998
24.	ASG-CATS (2.7.0)	TX 5-112-242	12/20/1999
25.	ASG-CATS (2.8.0)	TX 5-664-748	02/12/2003
26.	ASG-CATS (2.9.0)	TX 5-664-753	02/12/2003
27.	ASG-CATS (3.0.0)	TX 5-876-808	03/07/2003
28.	ASG-CENTER (7.1.1)	TO BE COPYRIGHTED	
29.	ASG-CMSDOS (3.0.0)	TX 5-655 -090	08/22/2002
30.	ASG-CMSDOS (3.0.2)	TX 5-655-102	08/22/2002
31.	CSD AUDITOR for WINDOWS (1.2.0)	TXU 849-079	09/18/1998
32.	ASG-CSD AUDITOR for WINDOWS (1.2.0)	TX 5-030-288	06/23/1999
33.	ASG-CSD AUDITOR (WINDOWS 2.0.0)	TX 5-385-464	03/29/2001
34.	ASG-CSD AUDITOR for WINDOWS (2.1.0)	TX 5-664-758	02/12/2003
35.	ASG-CSD AUDITOR for WINDOWS (3.0.0)	TX 5-664-790	02/12/2003
36.	ASG-CSD AUDITOR for WINDOWS (3.1.0)	TX-6-003-887	08/04/2004.
37.	ASG-CSD AUDITOR FOR WINDOWS (3.1.1)	TX-6-002-791	08/04/2004
38.	ASG-CSD AUDITOR FOR WINDOWS (3.2.0)	TX-6-001-549	07/26/2004
39.	ASG-CSD AUDITOR (CICS 2.0.0)	TX 5-385-465	03/29/2001
40.	CONFERENCE APPLICATION PLANNING SYSTEMS	TX-537-826	09/08/1992
41.	ASG-CONTROLMANAGER (2.4.0)	TX 4-740-904	09/17/1998
42.	ASG-CONTROLMANAGER (2.5.0)	TX 5-664-772	02/12/2003
43.	ASG-CORTEX-PDB (OS/390 6.2.0)	TO BE COPYRIGHTED.	
44.	ASG-CORTEX-PDB (WINDOWS 6.1.2)	TX 5-630-570	08/01/2002
45.	ASG-CORTEX-PDB (WINDOWS 6.1.3)	TX 5-630-571	08/01/2002
46.	ASG-CORTEX-PDB (WINDOWS 6.2.0)	TX 5-926-225	03/08/2004
47.	ASG-CORTEX-PLAN (WINDOWS 6.1.2)	TX 5-630-582	08/01/2002
48.	ASG-CORTEX-PLAN (WINDOWS 6.1.3)	TX 5-630-569	08/01/2002
49.	ASG-CORTEX-PLAN (WINDOWS 6.2.0)	TX 5-926-227	03/08/2004
50.	ASG-CORTEX-PREP (WINDOWS 6.1.2)	TX 5-630-583	08/01/2002
51.	ASG-CORTEX-PREP (WINDOWS 6.1.3)	TX 5-630-568	08/01/2002

52.	ASG-CORTEX-PREP (WINDOWS 6.2.0)	TX 5-926-226	03/08/2004
53.	ASG-DBOL (MVS 12.0.2/10.7.2)	TX-2-055-966	04/16/1987
54.	ASG-DBOL (MVS 14.0.0)	TX-4-953-587	03/22/1999
55.	ASG-DBOL (MVS/VSE 14.0.5)	TX-5-664-776	02/12/2003
56.	ASG-DBOL (MVS/VSE 15.0.0)	TX-5-664-796	02/12/2003
57.	ASG-DBOL (MVS/VSE 15.1.0)	TX-6-001-548	07/26/2004
58.	ASG-DISTRIBUTED WORKLOAD SCHEDULER (2.1.2)	TX 5-180-944	04/17/2000
59.	ASG-ENCORE (5.0.0)	TX 5-345-699	03/28/2001
60.	ASG-ENCORE (6.0.1)	TX 5-630-572	08/01/2002
61.	ASG-ENCORE (7.1.1)	TX-6-001-553	07/26/2004
62.	ASG-ENTACT ID AGENT FOR CISCO IDS (3.6.0)		
		TO BE COPYRIGHTED	
63.	ASG-ENTACT ID AGENT FOR CHECK-POINT FIREWALL-1 (3.6.0)		
		TO BE COPYRIGHTED	
64.	ASG ENTACT ID AGENT FOR CA-ACF2 (3.6.0)		
		TO BE COPYRIGHTED	
65.	ASG ENTACT ID AGENT FOR CA-TOP SECRET (3.6.0)		
		TO BE COPYRIGHTED	
66.	ASG-ENTACT ID AGENT FOR ORACLE (3.6.0)		
		TO BE COPYRIGHTED	
67.	ASG-ENTACT ID AGENT FOR RACF (3.6.0)		
		TO BE COPYRIGHTED	
68.	ASG-ENTACT ID AGENT FOR WINDOWS 2000 (3.6.0)		
		TO BE COPYRIGHTED	
69.	ASG-ENTACT ID AGENT FOR WINDOWS NT (3.6.0)		
		TO BE COPYRIGHTED	
70.	ASG-ENTACT ID AGENT FOR Z/OS (3.6.0)		
		TO BE COPYRIGHTED	
71.	ASG-ENTACT ID AGENT FOR LINUX (3.6.0)		
		PENDING COPYRIGHT	

72.	ASG-ENTACT ID AGENT FOR HP-UX (3.6.0)		
		PENDING COPYRIGHT	
73.	ASG-ENTACT ID AGENT FOR AIX (3.6.0)		
		PENDING COPYRIGHT	
74.	ASG-ENTACT ID AGENT FOR SUNSOLARIS (3.6.0)		
		PENDING COPYRIGHT	
75.	ASG-ENTACT ID AUDIT (4.4.1)		PENDING COPYRIGHT
76.	ASG-ENTACT ID MONITOR (3.6.0)		PENDING COPYRIGHT
77.	ASG-ENTACT ID REQUEST (3.6.0)		TO BE COPYRIGHTED
78.	ASG-ENTACT ID MANAGER (3.2.0)		TO BE COPYRIGHTED
79.	ASG-ENTACT ID MANAGER (3.5.0)	TX-6-001-561	07/26/2004
80.	ASG-ENTACT ID MANAGER (3.6.0)		PENDING COPYRIGHT
81.	ASG-ENTACT ID RESET (2.1.1)	TX-6-003-888	08/04/2004
82.	ASG-ENTACT ID RESET (2.5.5)		PENDING COPYRIGHT
83.	ASG-ENTERPRISE SCHEDULING CONSOLE CLIENT FOR WINDOWS (1.1.0)	TX-6-001-551	07/26/2004
84.	ASG-ENTERPRISE SCHEDULING CONSOLE CLIENT RI SERVER FOR OS/390 (1.0.0)		TO BE COPYRIGHTED
85.	ASG-ENTERPRISE SCHEDULING CONSOLE CLIENT RI SERVER FOR OS/390(1.1.0)		TO BE COPYRIGHTED
86.	ASG-ESTIMATE (5.0.0)	TX 5-364-669	03/26/1999
87.	ASG-ESTIMATE (6.0.1)	TX 5-630-587	08/01/2002
88.	ASG-ESTIMATE (7.1.1)		TO BE COPYRIGHTED
89.	ASG-ESW (7.0.1)	TX 5-907-618	03/08/2004
90.	ASG-FAST ACCESS (MVS 6.0.0)	TX 4-679-354	06/18/1998
91.	ASG-FAST ACCESS (MVS 7.0.0)	TX 5-329-089	03/26/2001
92.	ASG-FAST ACCESS (MVS 8.0.0)	TX-6-002-789	08/04/2004
93.	ASG-FAVORITES (1.0.0)	TX-4-953-588	03/22/1999
94.	ASG-FAVORITES (1.2.0)	TX-6-003-890	08/04/2004
95.	ASG-FCOPY (3.0.0)	TX 5-655-091	08/22/2002
96.	ASG-FCOPY (3.0.1)	TX 5-655-092	08/22/2002
97.	ASG-FCOPY (3.0.2)	TX 5-655-093	08/22/2002

98.	ASG-FCOPY (3.0.3)	TX 5-655-094	08/22/2002
99.	ASG-FCOPY (3.0.4)	TX 5-655-095	08/22/2002
100.	ASG-IMPACT (MVS 5.1.1)	TX 4-679-351	06/18/1998
101.	ASG-IMPACT (MVS 5.2.0)	TX 4-913-979	12/22/1998
102.	ASG-IMPACT (MVS 5.5.4)	PENDING COPYRIGHT	
103.	ASG-IMPACT (OS/390 5.5.0)	TX 5-664-787	02/12/2003
104.	ASG-IMPACT NT (DB2 5.2.1)	TX-5-022-733	09/24/1999
105.	ASG-IMPACT NT (ORACLE 6.0.0)	TX 5-633-194	03/26/2001
106.	ASG-IMPACT AUTOMATION SERVICES (MVS 1.7.2)	TX 5-065-009	09/24/1999
107.	ASG-IMPACT AUTOMATION SERVICES (MVS 2.1.0)	TX 5-664-779	02/12/2002
108.	ASG-IMPACT AUTOMATION SERVICES (MVS 2.2.0)	TX 5-907-617	03/08/2004
109.	ASG-IMPACT AUTOMATION SERVICES (WINDOWS 2.1.0)	PENDING COPYRIGHT	
110.	ASG-IMPACT AUTOMATION SERVICES (WINDOWS 2.2.0)	TX 5-758-753	05/07/2003
111.	ASG-IMPACT AUTOMATION SERVICES NT (DB2 1.6.0)	TX 4-173-830	06/25/1999
112.	ASG-IMPACT AUTOMATION SERVICES NT (DB2 2.1.0)	TX 5-907-620	03/08/2004
113.	ASG-IMPACT AUTOMATION SERVICES NT (ORACLE 2.0.0)	TX 5-370-798	03/27/2001
114.	ASG-IMPACT CUSTOMIZATION FACILITY MVS (1.6.0)	TX-4-872-519	12/22/1998
115.	ASG-IMPACT CUSTOMIZATION FACILITY MVS (2.1.0)	TX-5-664-749	02/12/2003
116.	ASG-IMPACT CUSTOMIZATION FACILITY NT (1.6.1)	TX-5-664-765	02/12/2003
117.	ASG-IMPACT EXPERT (3.1.1)	TX 4-966-884-	12/22/1998
118.	ASG-IMPACT EXPERT (4.0.0)	TX 5-107-130-	12/20/1999
119.	ASG-IMPACT DB INSTALL OS/390 (5.5.0)	TX 5-664-757	02/12/2003

120.	ASG-IMPACT DB INSTALL for SERVERS (5.5.1)	TX 5-664-789	02/12/2003
121.	ASG-IMPACT NT for SQL SERVER (5.2.3)	TX 5-664-759	02/12/2003
122.	ASG-IMPACT NT for DB2 (5.2.2)	TX 5-664-788	02/12/2003
123.	ASG-IMPACT NT for ORACLE (6.0.0)	TX 5-664-783	02/12/2003
124.	ASG-IMPACT FOR PATROL (1.0.0)	TX-4-914-095	12/22/1998
125.	ASG-IMPACT FOR PATROL (1.6.0)	TX-4-872-519	12/22/1998
126.	ASG-IMPACT TIVOLI 10/ PLUS MODULE (1.0.0)	TX-4-914-084	05/19/1998
127.	ASG-IMPACT WEB SERVICES (2.0.0)	TX 5-482-420	04/16/2001
128.	ASG-IMPACT WEB (3.1.0)	TX 5-664-781	02/12/2003
129.	ASG-IMPACT WEB (3.2.0)	PENDING COPYRIGHT	
130.	ASG-IMPACT WEB (5.5.4)	PENDING COPYRIGHT	
131.	ASG-IMPACT UNICENTER TNG (1.0.0)	TX-4-907-049	12/22/1998
126.	ASG-IMS Portal (1.0.0)	TO BE COPYRIGHTED	
127.	ASG-INFRASTRUCTURE MANAGMENET RESOURCES KIT (1.2.0)	PENDING COPYRIGHT	
128.	ASG-INSIGHT (5.0.0)	TX 5-345-702	03/27/2001
129.	ASG-INSIGHT (6.0.1)	TX 5-630-593	08/01/2002
130.	ASG-INSIGHT (7.1.1)	TO BE COPYRIGHTED	
131.	ASG-ISPF SESSION MANAGER (1.1.1)	TX 5-107-131	12/20/1999
132.	ASG-ISPF SESSION MANAGER (2.0.0)	TX 5-664-768	02/12/2003
133.	ASG-JCLPREP (4.1.0)	TX 4-069-848	04/28/1987
134.	ASG-JCLPREP (4.1.1)	TX 5-679-356	06/18/1998
135.	ASG-JCLPREP (4.1.2)	TX 4-908-574	12/22/1998
136.	ASG-JCLPREP (5.0.0)	TX 5-294-791	03/28/2000
137.	ASG-JCLPREP (5.0.1)	TX 5-664-760	02/12/2003
138.	ASG-JCLPREP (6.0.0)	TX 5-730-033	02/14/2003
139.	ASG-JCLPREP (6.1.0)	TX 5 907-613	03/08/2004
140.	ASG-JCLPREP (6.2.0)	TX-6-001-554	07/26/2004

141.	ASG-JCLPREP (6.3.0)	PENDING COPYRIGHT	
142.	ASG-JOURNAL MANAGER (1.1.0)	TX 5-030-287	06/23/1999
143.	ASG-JOURNAL MANAGER (1.3.0)	TX 5-664-764	02/12/2003
144.	ASG-JOURNAL MANAGER (1.4.0)	TX 5-672-594	02/12/2003
145.	ASG-JOURNAL MANAGER (1.5.0)	TX-6-002-787	08/04/2004
146.	ASG-JOURNAL MANAGER (1.6.0)	TO BE COPYRIGHTED	
147.	ASG-JS BACK-UP (2.5.0)	TX 5-655-118	08/22/2002
148.	ASG-JS PLAN (1.5.1)	TX 5-655-086	08/22/2002
149.	ASG-KEYPLUS (MVS/VSE 4.0.0)	TX 4-679-355	06/18/1998
150.	ASG-KEYPLUS (MVS/VSE 4.0.1)	TX 5-009-937	06/25/1999
151.	ASG-KNOWLEDGEWAVE (2.4.0)	TX 5-370-797	03/27/2001
152.	ASG-KNOWLEDGEWAVE (2.5.0)	TX 5-664-747	02/12/2003
153.	ASG-KNOWLEDGEWAVE (2.6.0)	PENDING COPYRIGHT	
154.	ASG-KNOWLEDGEWAVE (2.7.0)	TX-6-003-885	08/04/2004
155.	ASG-KNOWLEDGE WAVE (2.7.1)	PENDING COPYRIGHT	
156.	ASG-LIBR (3.0.2)	TX 5-655-098	08/22/2002
157.	ASG-LIFE CYCLE MANAGER (3.0.0)	TX 5-191-205	04/03/2000
158.	ASG-LIFE CYCLE MANAGER (3.1.0)	TX 5-664-766	02/12/2003
159.	ASG-LIFE CYCLE MANAGER (4.0.0)	TX5-690-693	03/07/2003
160.	ASG-LIFE CYCE MANAGER (5.0.0)	PENDING COPYRIGHT	
161.	ASG-MANAGER PRODUCTS (2.4.0)	TX 5-655-100	08/22/2002
162.	ASG-MANAGER PRODUCTS (2.5.0)	TX 5-655-081	08/22/2002
163.	ASG-MANAGER PRODUCTS (2.5.1)	TX 5-655-099	08/22/2002
164.	ASG-MANAGER PRODUCTS (2.6.0)	TX-6-002-784	08/04/2004
165.	ASG-MESSAGE CENTER (2.5.0)	TX 4-914-093	05/19/1999
166.	ASG-MESSAGE CENTER (2.5.1)	TX 5-068-613	09/24/1999
167.	ASG-MESSAGE CENTER (3.0.0)	TX 5-375-715	03/29/2001
168.	ASG-MESSAGE CENTER (3.1.0)	TX 5-672-596	02/12/2003
169.	ASG-METABILITY (1.00.004)	TO BE COPYRIGHTED	
170.	ASG-METHOD MANAGER (2.5.0)	TX 5-655-109	08/22/2002
171.	ASG-METHOD MANAGER (2.5.1)	TX 5-664-775	02/12/2003

172.	ASG-METHOD MANAGER (2.5.1)	TX 5-655-110	08/22/2002
173.	ASG-METHOD MANAGER (2.5.2)	TX 5-804-933	06/26/2003
174.	ASG-MQ ENTERPRISE (4.1.0)	TX 5-655-096	08/22/2002
175.	ASG-MQ ENTERPRISE BROKER (4.1.0)	TX 5-655-097	08/22/2002
176.	NAVIGRAPH (1.0.0)	TX-3-317-633	05/18/1992
177.	NAVIGRAPH (1.2.0)	TX-4-151-153	10/12/1995
178.	ASG-NAVIGRAPH WINDOWS CLIENT (2.0.0)	TX 5-672-595	02/12/2003
179.	ASG-NAVIGRAPH WINDOWS CLIENT (2.1.0)	TO BE COPYRIGHTED	
180.	NAVIPLEX (1.0.0)	TX-4-593-891	05/27/1997
181.	ASG-NAVIPLEX (3.0.0)	TX -50911-891	03/8/4004
182.	ASG-NAVIPLEX (3.1.0)	TO BE COPYRIGHTED	
183.	ASG-OASIS (2.2.0)	TX 5-296-651	04/17/2000
184.	ASG-OASIS (2.3.0)	TX 5-664-771	02/12/2003
185.	ASG-OASIS (2.4.0)	TX 5-664-807	02/12/2003
186.	ASG-ODE (VSE 6.0.0)	TX 4-914-086	05/19/1999
187.	ASG-ODE (MVS 6.0.0)	TX 4-679-352	06/18/1998
188.	ASG-ODE (MVS 6.1.0)	TX 4-664-793	02/12/2003
189.	ASG-ODE (PC/X 6.0.0)	TX 5-730-034	02/14/2003
190.	ASG-ODE (PC/X 6.1.0)	TX 5-880-384	07/23/2003
191.	ASG-OUTBOUND ENTERPRISE (MVS/VSE/VM 3.2.1)) (Formerly known as ASG-XPATH MVS/VSE/VM)	TX 4-508-308	08/15/1997
192.	ASG-OUTBOUND ENTERPRISE (MVS/VSE/VM 3.3.0)	TX 5-493-388	04/24/2001
193.	ASG-OUTBOUND ENTERPRISE (MVS/VSE/VM 3.4.0)	TX 5-664-802	02/12/2003
194.	ASG-OUTBOUND ENTERPRISE (MVS/VSE/VM 3.4.1)	TX 5-664-803	02/12/2003
195.	ASG-OUTBOUND ENTERPRISE SERVER EDITION (3.3.0)	TX 5-482-418	04/16/2001
196.	ASG-OUTBOUND	TX 5-664-795	02/12/2003

	ENTERPRISE SERVER EDITION (3.4.0)		
197.	ASG-OUTBOUND ENTERPRISE SERVER EDITION (3.4.1)	TX 5-664-806	02/12/2003
198.	ASG-OUTBOUND EXPRESS (AS/400 4.5.4)	TX 5-197-513	03/27/2000
199.	ASG-OUTBOUND EXPRESS (AS/400 4.6.0)	TX 5-385-466	03/29/2001
200.	ASG-OUTBOUND EXPRESS (AS/400 4.7.0)	TX 5-664-804	02/12/2003
201.	ASG-OUTBOUND EXPRESS (MVS 4.5.4)	TX 5-190-702	03/29/2000
202.	ASG-OUTBOUND EXPRESS (MVS 4.6.0)	TX 5-788-473	06/23/2003
203.	ASG-OUTBOUND EXPRESS (MVS 4.7.0)	TX 5-664-808	02/12/2003
204.	ASG-OUTBOUND EXPRESS (UNIX HP 4.5.4)	TX 5-181-548	03/30/2000
205.	ASG-OUTBOUND EXPRESS (SERVER EDITION 4.6.0)	TX 5-664-763	02/12/2003
206.	ASG-OUTBOUND EXPRESS (SERVER EDITION 4.7.0)	TX 5-664-809	02/12/2003
207.	ASG-OUTBOUND EXPRESS (VSE 4.5.4)	TX 5-197-512	03/27/2000
208.	ASG-OUTBOUND EXPRESS (VSE 4.6.0)	TX 5-788-472	06/23/2003
209.	ASG-OUTBOUND EXPRESS (VSE 4.7.0)	TX 5-672-592	02/12/2003
210.	ASG-OUTBOUND EXPRESS (PC DOS 4.5.4)	TX 5-216-337	03/27/2000
211.	ASG-OUTBOUND EXPRESS (WINDOWS, OS/2, PC, DOS 4.6.0)	TX 5-664-756	02/12/2003
212.	ASG-OUTBOUND EXPRESS (WINDOWS, OS/2, PC, DOS 4.7.0)	TX 5-664-792	02/12/2003
213.	ASG-OUTBOUND	TX5-690-690	03/07/2003

	EXPRESS (NOVELL NLM 4.6.0)		
214.	ASG-OUTBOUND EXPRESS (NOVELL NLM 4.7.0)	TX5-690-692	03/07/2003
215.	OUTBOUND INTERACTIVE GRAPHICAL USER INTERFACE	TX 4-740-897	09/17/1998
216.	OUTBOUND MAINFRAME UTILITY PROGRAM	TX 4-740-898	09/17/1998
217.	FCINSTAL: MAINFRAME SITE IDENTIFICATION INSTALLATION PROGRAM (4.4.0)	TX 4-740-900	09/17/1998
218.	FCINSTAL: INSTALLATION CHECKSUM GENERATION PROGRAM (4.4.0)	TX 4-740-903	09/17/1998
219.	OUTBOUND PC SERVER PROGRAM	TX 4-740-901	09/17/1998
220.	ASG-PAINT (3.0.1)	TX 5-655-103	08/22/2002
221.	ASG-PAINT (3.0.2)	TX 5-655-105	08/22/2002
222.	ASG-PAGEFIX (IDMS 10.0/12.0/14.0 1.3.0)	TX 4-962-786	03/26/1999
223.	ASG-PREALERT (MVS 4.1.0)	TX 4-679-353	06/18/1998
224.	ASG-PREALERT (MVS 4.2.0)	TX 5-664-791	02/12/2003
225.	ASG-PREALERT (MVS 4.3.0)	TX 5-664-750	02/12/2003
226.	ASG-RI SERVER Z/OS (1.1.0)	TX-6-001-550	07/26/2004
227.	ASG-RTU (2.1.0)	TX 5-655-088	08/22/2002
228.	ASG-RASCLE (1.0.0)	TX 5-069-824	09/24/1999
229.	ASG-RASCLE (1.1.0)	TX 5-664-761	02/12/2003
230.	ASG-RECAP (5.0.0)	TX 5-368-070	03/26/2001
231.	ASG-RECAP (6.0.1)	TX 5-630-573	08/01/2002
232.	ASG-RECAP (7.1.1)	TX-6-001-560	07/26/2004
233.	ASG-RAINBOW (3.0.0)	TX 5-655-124	08/22/2002
234.	ASG-RAINBOW (4.0.0)	TX 5-655-087	08/22/2002
235.	ASG-REPLICATION AGENT (1.0.4)	TX 4-275-186	06/23/1999
236.	ASG-REPLICATION AGENT (1.1.0)	TX 5-672-591	02/12/2003
237.	ASG-REPLICATION AGENT (1.2.0)	TX 5-907-616	03/08/2004
238.	ASG-REPLICATION AGENT (3.6.0)	PENDING COPYRIGHT	
239.	ASG-REPLICATION SUITE REAL TIME (3.1.3)	TX 5-664-778	02/12/2003

240.	ASG-REPLICATION SUITE	(3.6.0) TO BE COPYRIGHTED	
241.	ASG-REPLICATION SUITE REAL TIME (3.2.0)		PENDING COPYRIGHT
242.	ASG-REPORT.WEB (2.7.0)	TX 5-373-531	04/16/2001
243.	ASG-REPORT.WEB (2.8.0)	TX 5-630-521	08/01/2002
244.	ASG-REPORT.WEB (2.8.1)	TX 5-630-565	08/01/2002
245.	ASG-REPORT.WEB (2.8.2)	TX 5-630-523	08/01/2002
246.	ASG-REPORT.WEB (3.0.0)	TX5-690-689	03/07/2003
247.	ASG-REPORT.WEB (3.1.1)		PENDING
248.	ASG-REPORT.WEB EXPANSION PACK FOR ASG-SENTRY (3.0.1)		TO BE COPYRIGHTED
249.	ASG-SAFARI REPORTWRITER (CLIENT 4.1.0)	TX-5-630-612	08/01/2002
250.	ASG-SAFARI REPORTWRITER (CLIENT 4.1.1)	TX-5-630-555	08/01/2002
251.	ASG-SAFARI REPORTWRITER (CLIENT 4.1.2)	TX-5-630-556	08/01/2002
252.	ASG-SAFARI REPORTWRITER (CLIENT 4.1.3)	TX-5-630-557	08/01/2002
253.	ASG-SAFARI REPORTWRITER (CLIENT 4.1.4)	TX-5-630-585	08/01/2002
254.	ASG-SAFARI REPORTWRITER (CLIENT 4.1.5)	TX-5-630-548	08/01/2002
255.	ASG-SAFARI 4GL (CLIENT 4.1.0)	TX 5-630-611	11/26/2002
256.	ASG-SAFARI 4GL (CLIENT 4.1.1)	TX 5-630-550	08/01/2002
257.	ASG-SAFARI 4GL (CLIENT 4.1.2)	TX 5-630-551	08/01/2002
258.	ASG-SAFARI 4GL (CLIENT 4.1.3)	TX 5-630-533	08/01/2002
259.	ASG-SAFARI 4GL (CLIENT 4.1.4)	TX 5-630-552	08/01/2002
260.	ASG-SAFARI 4GL (CLIENT 4.1.5)	TX 5-630-558	08/01/2002
261.	ASG-SAFARI UDMS ADMINISTRATOR (CLIENT 4.1.0)	TX 5-630-518	08/01/2002
262.	ASG-SAFARI UDMS ADMINISTRATOR (CLIENT 4.1.1)	TX 5-630-584	08/01/2002

263.	ASG-SAFARI UDMS ADMINISTRATOR (CLIENT 4.1.2)	TX 5-630-545	08/01/2002
264.	ASG-SAFARI UDMS ADMINISTRATOR (CLIENT 4.1.3)	TX 5-630-517	08/01/2002
265.	ASG-SAFARI UDMS ADMINISTRATOR (CLIENT 4.1.4)	TX 5-630-535	08/01/2002
266.	ASG-SAFARI UDMS ADMINISTRATOR (CLIENT 4.1.5)	TX 5-630-591	08/01/2002
267.	ASG-SAFARI OPENACCESS (NT CLIENT 4.1.0)	TX 5-630-534	08/01/2002
268.	ASG-SAFARI OPENACCESS (NT CLIENT 4.1.1)	TX 5-630-542	08/01/2002
269.	ASG-SAFARI OPENACCESS (NT CLIENT 4.1.2)	TX 5-630-547	11/26/2002
270.	ASG-SAFARI OPENACCESS (NT CLIENT 4.1.3)	TX 5-630-527	08/01/2002
271.	ASG-SAFARI OPENACCESS (NT CLIENT 4.1.4)	TX 5-630-525	08/01/2002
272.	ASG-SAFARI OPENACCESS (NT CLIENT 4.1.5)	TX 5-630-543	08/01/2002
273.	ASG-SAFARI SCHEDULER (CLIENT 4.1.0)	TX 5-630-539	08/01/2002
274.	ASG-SAFARI SCHEDULER (CLIENT 4.1.1)	TX 5-630-526	08/01/2002
275.	ASG-SAFARI SCHEDULER (CLIENT 4.1.2)	TX 5-630-524	08/01/2002
276.	ASG-SAFARI SCHEDULER (CLIENT 4.1.3)	TX 5-630-516	08/01/2002
277.	ASG-SAFARI SCHEDULER (CLIENT 4.1.4)	TX 5-630-531	08/01/2002
278.	ASG-SAFARI SCHEDULER (CLIENT 4.1.5)	TX 5-630-546	08/01/2002
279.	ASG-SAFARI DATAVIEWER (CLIENT 4.1.0)	TX 5-630-544	08/01/2002
280.	ASG-SAFARI DATAVIEWER (CLIENT 4.1.1)	TX 5-630-520	08/01/2002
281.	ASG-SAFARI DATAVIEWER	TX 5-630-538	08/01/2002

	(CLIENT 4.1.2)		
282.	ASG-SAFARI DATAVIEWER (CLIENT 4.1.3)	TX 5-630-519	08/01/2002
283.	ASG-SAFARI DATAVIEWER (CLIENT 4.1.4)	TX 5-630-522	08/01/2002
284.	ASG-SAFARI DATAVIEWER (CLIENT 4.1.5)	TX 5-630-536	08/01/2002
285.	ASG-SAFARI INFOSERVER (7.1.0)	TX 5-630-615	11/26/2002
286.	ASG-SAFARI INFOSERVER (7.1.1)	TX 5-630-577	08/01/2002
287.	ASG-SAFARI INFOSERVER (7.1.2)	TX 5-630-578	08/01/2002
288.	ASG-SAFARI INFOSERVER (7.1.3)	TX 5-630-579	08/01/2002
289.	ASG-SAFARI INFOSERVER (7.1.4)	TX 5-630-580	08/01/2002
290.	ASG-SAFARI INFOSERVER (7.1.5)	TX 5-630-581	08/01/2002
291.	ASG-SAFARI INFOSERVER (8.0.0)	TX 5-907-615	03/08/2004
292.	ASG-SAFARI INFOSERVER (8.1.0)	PENDING COPYRIGHT	
293.	ASG-SENTRY AGENT (6.0.0)	TX 5-655-083	08/22/2002
294.	ASG-SENTRY AGENT (6.0.1)	TX 5-655-084	08/22/2002
295.	ASG-SENTRY AGENT (6.2.0)	TX5-690-687	03/07/2003
296.	ASG-SENTRY AGENT (6.3.0)	TX-6-002-792	08/04/2004
297.	ASG-SENTRY AGENT (6.4.0)	PENDING COPYRIGHT	
298.	ASG-SENTRY AGENT FOR FOR LINUX ENTERPRISE SERVER (6.2.0)	TO BE COPYRIGHTED	
299.	ASG-SENTRY ELEMENT MANAGER (6.0.0)	TO BE COPYRIGHTED	
300.	ASG-SENTRY MANANGER (6.1.0)	TX5-690-694	03/07/2003
301.	ASG-SENTRY MANANGER (6.1.1)	TX5-690-688	03/07/2003
302.	ASG-SENTRY NETWORK MANAGER (6.0.0)	TX 5-655-085	08/22/2002
303.	ASG-SENTRY NETWORK MANAGER (6.2.0)	TX 5-746-319	05/07/2003
304.	ASG-SENTRY NETWORK MANAGER (6.3.0)	TX-6-002-794	08/04/2004
305.	ASG-SENTRY NETWORK MANAGER (6.4.0)	TX-6-001-562	07/26/2004
306.	ASG-SERVER FACILITY (MVS 2.3.0)	TX 4-898-666	05/17/1999
307.	ASG-SERVER FACILITY (MVS 3.0.0)	TX 5-079-586	10/13/1999

308.	ASG-SERVER FACILITY (MVS 3.1.0)	TX 5-366-630	03/26/2001
309.	ASG-SERVER FACILITY (MVS 3.4.0)	TX 5-664-805	02/12/2003
310.	ASG-SERVER FACILITY (MVS 3.5.0)	TX 5-664-769	02/12/2003
311.	ASG-SERVER FACILITY (MVS 3.6.0)	TX 5 907-614	03/08/2004
312.	ASG-SERVER FACILITY (NT 1.5.2)	TX 4-920-759	12/22/1998
313.	ASG-SERVER FACILITY (NT 3.0.0)	TX 4-956-699	03/26/1999
314.	ASG-SERVER FACILITY (NT 3.1.0)	TX 5-120-287	12/20/1999
315.	ASG-SERVER FACILITY (NT 3.2.1)	TX 5-672-597	02/12/2003
316.	ASG-SERVER FACILITY (NT 3.2.2)	TX 5-664-797	02/12/2003
317.	ASG-SERVER FACILITY FOR WINDOWS SERVERS (3.2.5)		
		PENDING COPYRIGHT	
318.	ASG-SIRF (2.0.4)	TX 5-655-089	08/22/2002
319.	ASG-SIRF (4.1.0)	TX-6-002-786	08/04/2004
320.	ASG- SMARTDOC (5.0.0)	TX 5-370-786	03/26/2001
321.	ASG- SMARTDOC (6.0.1)	TX 5-630-589	08/01/2002
322.	ASG-SMARTDOC (7.1.1)		TO BE COPYRIGHTED
323.	ASG-SMARTEDIT (5.0.0)	TX 5-368-093	03/26/2001
324.	ASG-SMARTEDIT (6.0.1)	TX 5-630-574	08/01/2002
325.	AST-SMART EDIT (7.1.1)	TX-6-001-557	07/26/2004
326.	ASG-SMARTFILE DB (6.0.0)	TX 5-664-746	02/25/2003
327.	ASG-SMARTFILE MVS (6.0.0)	TX 5-835-042	02/25/2003
328.	ASG-SMARTQUEST (CICS/MVS 5.0.0)	TX 5-366-629	03/26/2001
329.	ASG-SMARTQUEST (CICS 6.0.0)	TX 5-630-614	08/01/2002
330.	ASG-SMARTQUEST (MVS 6.0.0)	TX 5-630-528	08/01/2002
331.	ASG-SMARTTEST (CICS 5.0.0)	TX 5-633-352	03/26/2001
332.	ASG-SMARTTEST (TSO 6.0.1)	TX 5-630-563	08/01/2002
333.	ASG-SMARTTEST (TSO 7.0.1)	TX 5-911-889	03/08/2004
334.	ASG-SMARTTEST (CICS/TSO/IMS 6.0.1)	TX 5-630-566	08/01/2002
335.	ASG-SMARTTEST (IMS 6.0.1)	TX 5-630-590	08/01/2002
336.	ASG-SMARTTEST (TSO) (7.1.1)	TX-6-001-556	07/26/2004
337.	ASG-SPELL (3.0.0)	TX 5-655-116	08/22/2002

338.	ASG-SPELL (3.0.2)	TX 5-655-117	08/22/2000
339.	ASG-STARTOOL FDM (7.5.2)	TO BE COPYRIGHTED	
340.	ASG-STEST (1.2.0)	TXU 555 431	02/04/1993
341.	ASG-TABLE DESIGNER (1.2.0)	TX 5-069-287	09/24/1999
342.	ASG-TABLE DESIGNER (1.4.2)	TX 5-664-786	02/12/2003
343.	ASG-TABLE DESIGNER (1.5.0)	TX 5-672-593	02/12/2003
344.	ASG-TABLE DESIGNER (2.0.0)	TX-6-003-894	08/04/2004
345.	ASG-TABLE DESIGNER (2.0.1)	TX-6-003-893	08/04/2004
346.	ASG-TEAM AGENT (AS/400 1.3.1)	TX 5-630-613	08/01/2002
347.	ASG-TEAM AGENT (AS/400 1.4.0)	TX 5-630-515	08/01/2002
348.	ASG-TEAM AGENT (MPE 1.3.1)	TX 5-630-564	08/01/2002
349.	ASG-TEAM AGENT (TANDEM 1.3.1)	TX 5-630-549	08/01/2002
350.	ASG-TEAM AGENT (UNIX AIX, SUN, HP-UX 1.3.1)	TX 5-630-554	08/01/2002
351.	ASG-TEAM AGENT (UNIX DIGITAL 1.3.1)	TX 5-630-537	08/01/2002
352.	ASG-TEAM AGENT (VMS 1.3.1)	TX 5-630-562	08/01/2002
353.	ASG-TEAM AGENT (LINUX, UNIX AIX, SUN, DIGITAL, HP-UX, VMS 1.3.3)	TX 5-630-592	08/01/2002
354.	ASG-TEMPD (3.0.0)	TX 5-655-106	08/22/2002
355.	ASG-TEMPD (3.0.1)	TX 5-655-107	08/22/2002
356.	ASG-TEMPD (3.0.2)	TX 5-655-108	08/22/2002
357.	ASG-TEMPMAN (3.0.0)	TX 5-655-113	08/22/2002
358.	ASG-TEMPMAN (3.0.1)	TX 5-655-114	08/22/2002
359.	ASG-TEMPMAN (3.0.2)	TX 5-655-115	08/22/2002
360.	ASG-TMON FOR DB2 (4.0.0)	PENDING COPYRIGHT	
361.	TMON/MVS (1.1.0)	TX-2-967-579	11/30/1990
362.	TMON/MVS (1.2.0)	TX-3-317-632	05/18/1992
363.	THE MONITOR MVS (1.3.0)	TX-4-151-154	10/12/1995
364.	ASG-TMON FOR MVS (3.0.0)	TX-6-010-589	08/04/2004
365.	ASG-TMON FOR MVS (3.1.0)	PENDING COPYRIGHT	
366.	ASG-TMON FOR MVS (3.2.0)	TX-6-007-640	08/04/2004

367.	TMON/CICS/VSE (7.1.0)	TX-3-023-780	11/30/1990
368.	TMON/CICS/VSE (7.2.0)	TX-3-345-783	06/03/1992
369.	THE MONITOR CICS/VSE (7.6.0)	TX-4-151-155	10/12/1995
370.	ASG-TMON CICS/VSE (8.0.0)	TO BE COPYRIGHTED	
371.	THE MONITOR CICS/ESA (1.0.0)	TX-3-490-102	03/01/1993
372.	THE MONITOR CICS/ESA (1.3.0)	TX-4-151-158	10/12/1995
373.	THE MONITOR CICS/ESA (1.5.0)	TX-4-536-494	06/06/1997
374.	ASG-TMON CICS/ESA (2.1.0)	TO BE COPYRIGHTED	
375.	ASG-TMON CICS/ESA (2.2.0)	TO BE COPYRIGHTED	
376.	ASG-TMON TM for CICS TS for z/OS 2.3.0 MA	TO BE COPYRIGHTED	
377.	ASG-TMON FOR IMS (2.0.0)	TO BE COPYRIGHTED	
378.	TMON/DB2 (1.0.0)	TX-2-970-075	12/04/1990
379.	TMON/DB2 (1.1.0)	TX-3-317-634	05/18/1992
380.	TMON FOR DB2 (2.1.0)	TX 3-590-671	07/22/1993
381.	THE MONITOR DB2 (3.0.0)	TX-4-331-624	08/01/1996
382.	THE MONITOR DB2 (7.6.0)	TX-4-151-156	10/12/1995
383.	ASG-TMON FOR DB2 (3.2.0)	TO BE COPYRIGHTED	
384.	ASG-TMON FOR DB2 (3.3.0)	TO BE COPYRIGHTED	
385.	ASG-TMON FOR DB2 (4.0.0)	PENDING COPYRIGHT	
386.	ASG-TMON FOR E-BUSINESS (4.6.0)	TO BE COPYRIGHTED	
387.	ASG-TMON FENWAY (4.6.0)	TX-6-003-889	08/04/2004
388.	ASG-TMON PATHFINDER (4.6.0)	TX-6-003-895	08/04/2004
389.	ASG-TMON TCP/IP (2.0.0)	TO BE COPYRIGHTED	
390.	ASG-TMON TCP/IP (2.1.0)	PENDING COPYRIGHT	
391.	ASG-TMON FOR WEBSERVICES (2.0.0)	TO BE COPYRIGHTED	
392.	ASG-TMON FOR WEBSERVICES (3.0.0)	PENDING COPYRIGHT	
393.	ASG-TMON MQ SERIES (2.0.0)	TO BE COPYRIGHTED	
394.	ASG-TMON VTAM (2.2.0)	TO BE COPYRIGHTED	
395.	CRITIQUE/VTAM-VTAM CONTROLLER	TX-3-072-201	04/25/1991
396.	THE MONITOR VTAM (1.4.0)	TX-3-223-589	04/15/1991

397.	THE MONITOR VTAM (1.5.0)	TX-3-750-018	02/07/1994
398.	THE MONITOR VTAM (2.0.0)	TX-4-151-157	10/12/1995
399.	THE MONITOR VTAM (2.1.0)	TX-4-568-144	06/06/1997
400.	THE MONITOR VTAM (2.2.0)	TO BE COPYRIGHTED	
401.	ASG-TMON CICS/ESA (2.1.0)	TO BE COPYRIGHTED	
402.	ASG-TMON CICS/ESA (2.2.0)	PENDING COPYRIGHT	
403.	TMON/CICS/MVS (8.0.0)	TX-3-345-811	06/11/1992
404.	TMON/CICS/MVS (8.1.0)	TX-2-967-580	11/30/1990
405.	THE MONITOR CICS/MVS (8.3.0)	TX-4-151-150	10/12/1995
406.	TMON/CICS/MVS (9.0.0)	TX-3-392-396	07/17/1992
407.	TMON/CICS/MVS (9.0.0)	TX-3-333-635	06/03/1992
408.	VM CONTENTION MONITOR	TX-3-970-882	12/22/1994
409.	VM CONTENTION MONITOR (1.0.0)	TX-4-332-743	07/25/1996
410.	VM CONTENTION MONITOR (1.1.0)	PENDING COPYRIGHT	
411.	THE MONITOR SYBASE	TX-4-111-346	10/12/1995
412.	TMON UNIX (3.3.0)	TX-4-331-623	08/01/1996
413.	ASG-TMON VTAM (2.2.0)	TO BE COPYRIGHTED	
414.	THE MONITOR CICS (6.0.0)	TXU-263-408	12/05/1986
415.	THE MONITOR CICS (6.1.0)	TXU-263-409	12/05/1986
416.	THE MONITOR CICS (6.2.0)	TXU-263-410	12/05/1986
417.	THE MONITOR CICS	TX-3-452-273	12/03/1992
418.	THE MONITOR CICS: THE CROSS SYSTEM MONITOR: USER'S MANUAL	TXU-283-032	05/27/1987
419.	THE MONITOR CICS: USER'S MANUAL	TXU-283-033	05/27/1987
420.	THE CROSS SYSTEM MONITOR	TXU-285-789	06/17/1987
421.	ASG-TRACER (4.3.0)	TX 4-679-359	06/18/1998
422.	ASG-TRACER (5.0.2)	TX 4-997-115	12/22/1998
423.	ASG-TRACER (5.0.3)	TX 5-030-290	06/23/1999
424.	ASG-TRACER (7.0.0)	TX5-690-691	03/07/2003

425.	ASG-TRACER (7.1.0)	TX 5-664-777	02/12/2003
426.	ASG-TRACER (7.3.0)	TX 5-664-751	02/12/2003
427.	ASG-TRACER (7.4.0)	PENDING COPYRIGHT	
428.	ASG-TRACKBIRD TM (3.1.0)	TO BE COPYRIGHTED	
429.	ASG-VALID DATE (2.0.0)	TX 5-655-101	08/22/2002
430.	ASG-VDB (5.0.2)	TX 4-578-682	07/29/1997
431.	VIASOFT ONMARK 2000 ASSESS SERVER EDITION, YEAR 2000 CHECKUP FOR PCS	TXU-908-879	04/29/1999
432.	VIASOFT ONMARK 2000 ASSESS YEAR 2000 CHECKUP FOR PCS	TXU-911-489	04/29/1999
433.	ASG-VIRTUAL DB (5.0.5)	TX 4-740-902	09/17/1998
434.	ASG-VIRTUAL DB (5.1.0)	TX 5-664-752	02/12/2003
435.	ASG-VTS (3.0.5)	TX 4-498-887	06/20/1997
436.	ASG-VISTA (CLIENT/SERVER 1.0.0)	TX 4-679-358	06/18/1998
437.	ASG-VISTA (CLIENT/SERVER 1.1.0)	TX 4-913-980	12/22/1998
438.	ASG-VISTA (CLIENT/SERVER 2.0.0)	TX 4-947-797	06/16/1999
439.	ASG-VISTA (CLIENT/SERVER 2.0.1)	TX 5-069-089	09/27/1999
440.	ASG-VISTA (CLIENT/SERVER 2.1.0)	TX 5-190-703	03/29/2000
441.	ASG-VISTA (CLIENT/SERVER 3.1.0)	TX 5-664-780	02/12/2003
442.	ASG-VISTA (CLIENT/SERVER 3.1.1)	TX 5-664-774	02/12/2003
443.	ASG-VISTA (SOURCE COLLECTORS 3.1.0)	TX 5-664-784	02/12/2003
444.	ASG-VISTA (SOURCE COLLECTORS 3.1.1)	TX 5-664-762	02/12/2003
445.	ASG-VISTA WEB (3.1.1)	TO BE COPYRIGHTED	
446.	ASG-VISUAL ENCORE™ (1.1.0)	TO BE COPYRIGHTED	
447.	VISUAL PROCESS WEB BUILDER (1.5.3)	TX 5-655-119	08/22/2002
448.	ASG-VISUAL PROCESS WEB BUILDER (2.0.0)	TX 5-655-122	08/22/2002
449.	VISUAL PROCESS AUTHOR (1.5.3)	TX 5-655-121	08/22/2002
450.	ASG-VISUAL PROCESS AUTHOR (2.0.0)	TX 5-655-120	08/22/2002
451.	VISUAL PROCESS KNOWLEDGE EXPLORER (1.5.3)	TX 5-655-126	08/22/2002
452.	ASG-VISUAL PROCESS KNOWLEDGE EXPLORER (2.0.0)	TX 5-655-125	08/22/2002

453.	VISUAL PROCESS PLANNER (1.5.3)	TX 5-655-128	08/22/2002
454.	ASG-VISUAL PROCESS PLANNER (2.0.0)	TX 5-655-123	08/22/2002
455.	VISUAL PROCESS WORKBOOK (1.5.3)	TX 5-655-127	08/22/2002
456.	ASG-VISUAL PROCESS KNOWLEDGE EXPLORER (3.5.0)	TX-6-002-793	08/04/2004
457.	ASG-VISUAL PROCESS (4.0.0)	TX-6-003-892	08/04/2004
458.	ASG-VISUAL PROCESS (4.5.0)	PENDING COPYRIGHT	
459.	WEBCENTER	TXU-906-915	05/10/1999
460.	ASG-WEBENABLER (2.5.2)	TO BE COPYRIGHTED	
461.	ASG-WORKLOAD ANALYZER (3.2.1)	TX 5-200-088	04/17/2000
462.	ASG-WORKLOAD ANALYZER (3.3.0)	TX 5-907-619	03/05/2004
463.	ASG-WORKLOAD ANALYZER (3.4.0)	TX-6-001-555	07/26/2004
464.	ASG-WORKLOAD PLANNER (2.8.1)	TX 5-161-349	04/17/2000
465.	ASG-WORKLOAD PLANNER (3.0.0)	TX 5-664-770	02/12/2003
466.	ASG-WORKLOAD PLANNER (3.1.0)	TX-6-003-891	08/04/2004
467.	ASG-WORKLOAD SCHEDULER (3.0.0)	TX 5-735-273	03/20/2003
468.	ASG-XADC (6.0.0)	TX 5-492-519	03/29/2001
469.	ASG-XADC (6.1.0)	TX 5-655-082	08/22/2002
470.	ASG-ZACK (VSE 3.4.0)	TX 5-200-151	04/17/2000
471.	ASG-ZACK (VSE 4.0.0)	TX 5-664-773	02/12/2003
472.	ASG-ZACK (VSE 4.1.0)	TX-6-001-552	07/26/2004
473.	ASG-ZARA (1.3.0)	TX 5-296-652	04/17/2000
474.	ASG-ZARA (1.4.0)	TX 5-664-785	02/12/2003
475.	ASG-ZARA (1.5.0)	TX5-690-686	03/07/2003
476.	ASG-ZEBB (2.4.0)	TX 5-200-086	04/17/2000
477.	ASG-ZEBB (3.0.0)	TX 5-664-782	02/12/2003
478.	ASG-ZEKE (OS/390 4.5.0)	TX 5-200-089	04/17/2000
479.	ASG-ZEKE (OS/390 5.1.0)	TX 5-672-598	02/12/2003
480.	ASG-ZEKE (OS/390 5.2.0)	TX 5-664-794	02/12/2003
481.	ASG-ZEKE (OS/390 5.3.0)	PENDING COPYRIGHT	
482.	ASG-ZEKE (VSE 5.1.0)	TX 5-664-800	02/12/2003

483.	ASG-ZEKE (VSE 5.2.0)	TX 5-664-767	02/12/2003
484.	ASG-ZEKE (VSE 5.3.0)	TX-6-003-886	08/04/2004
485.	ASG-ZEKE AGENT (LINUX/SUSE OS/390 1.3.3)	TX 5-630-553	08/01/2002
486.	ASG-ZEKE AGENT (SERVER EDITION 2.0.0)	TX 5-670-208	02/10/2003
487.	ASG-ZEKE AGENT (SERVER EDITION 2.0.1)	TX 5-670-207	02/12/2003
488.	ASG-ZEKE AGENT (AS/400 2.0.1)	TX5-690-684	03/07/2003
489.	ASG-ZEKE OPEN EDITION (3.0.0)	TX 5-482-419	04/16/2001
490.	ASG-ZEKE OPEN EDITION (3.0.1)	TX 5-664-799	02/12/2003
491.	ASG-ZEKE OPEN EDITION (3.0.2)	TX 5-664-801	02/12/2003
492.	ASG-ZEKE OPEN EDITION (3.0.2)	TX 5-655-104	08/22/2002
493.	ASG-ZEKE AGENT for UNIX ERP INTERFACE (1.0.0)	TX 5-664-754	02/12/2003
494.	ASG-ZEKE AGENT NT ERP INTERFACE (1.0.0)	TX 5-664-755	02/12/2003
495.	ASG-ZEKE AGENT TANDEM (2.0.0)	TX 5-670-209	02/10/2003
496.	ASG-ZEKE GWS WINDOWS NT (4.5.0)	TX 5-664-798	02/12/2003
497.	ASG-ZENA (1.1.0)	TX-6-002-790	08/04/2004
498.	SMARTAGENT ORACLE (1.0.0)	TX-4-331-625	08/01/1996
499.	SMARTAGENT FOR UNIX	TX-4-374-959	11/25/1996
500.	PERFORMANCE WORKS	TX-4-374-794	11/25/1996
501.	PERFORMANCEWORKS WINDOWS/NT (1.0.0)	TX-4-400-726	06/28/1996
502.	PERFORMANCE SERIES VSE (2.1.0)	TX-4-517-221	08/01/1996
503.	ASG-WEBENABLER (2.5.2)	TO BE COPYRIGHTED	

B. PATENTS

<u>Description</u>	<u>Application/Patent No:</u>	<u>Issue/File Date</u>
<u>ALLEN SYSTEMS GROUP, INC.</u>		
<u>UNITED STATES</u>		
METHOD FOR PRICING ACCESS TO A PLURALITY OF SOFTWARE PROGRAMS	09/920,617	08/03/2001
CLIENT-BASED SYSTEM FOR MONITORING THE PERFORMANCE OF APPLICATION PROGRAMS.	5,872,976	02/16/1999
<u>EUROPEAN UNION</u>		
CLIENT-BASED SYSTEM FOR MONITORING THE PERFORMANCE OF APPLICATION PROGRAMS.	1,015,979	03/24/1998
<u>FORMER VIASOFT, INC. OWNED PRODUCTS/PATENTS</u>		
SYSTEM FOR VIRTUALLY CONVERTING DATA IN A FIELD BETWEEN FIRST AND SECOND FORMAT BY USING HOOK ROUTINES	5,878,422	03/02/1999
SERVER BASED INSTRUMENTATION FOR INTERNET RELATED APPLICATIONS	09/361,356	07/27/1999
<u>SOUTH AFRICA</u>		
SAME AS ABOVE.	97/3005	04/09/1997
<u>AUSTRALIA</u>		
SAME AS ABOVE.	3711020	01/20/2000
<u>EUROPEAN COMMUNITY</u>		
SAME AS ABOVE.	97920260.3	1998
<u>JAPAN</u>		
SAME AS ABOVE	536460/97	10/09/1998

<u>ISRAEL</u> SAME AS ABOVE.	PCT/US97/05870	1998
<u>SAUDI ARABIA</u> SAME AS ABOVE	98/80869	1997
<u>INDIA</u> SAME AS ABOVE.	916/DEL/97	04/1997
<u>UNITED STATES</u> SCAN PORTION OF ONMARK TECHNOLOGY PRODUCT (APPLIED FOR).	S 09/092.826	06/06/1997
<u>UNITED KINGDOM</u> SAME AS ABOVE.	2,312,060	10/07/1998
<u>UNITED KINGDOM</u> SAME AS ABOVE.	2,312,536	07/29/1998
<u>CANADA</u> SAME AS ABOVE.	PCT/IB97/01598	UNKNOWN

C. TRADEMARKS AND SERVICEMARKS

<u>Description</u>	<u>Application/Registration No.</u>	<u>Issue/File Date</u>
<u>ALLEN SYSTEMS GROUP, INC.</u>		
1. ASG	2,601,192	07/30/2002
2. ASG SOFTWARE SOLUTIONS	78,105,475	01/29/2002
3. ASG-ADDERS	2,254,806	06/22/1999
4. ADDERS	1,374,580	12/10/1985
5. ENTERPRISE SOFTWARE FOR BREAKTHROUGH PRODUCTIVITY	2,414,599	12/19/2000
6. ASG-FAST ACCESS	2,042,869	03/11/1997
7. ASG-IMPACT	2,008,074	10/15/1996
8. JCLPREP	1,730,799	11/10/1992
9. KEYPLUS	1,352,525	08/06/1985
10. ASG-KNOWLEDGEWAVE	76,495,550	02/24/2003
11. ASG-METHODMANAGER	2,392,701	10/10/2000

12.	ASG-MQ AGENTS	2,476,610	08/07/2001
13.	ODE	1,372,202	12/26/1985
14.	PREALERT	1,787,917	08/17/1993
15.	ASG-ROCHADE	2,781,593	11/11/2003
16.	SIRF	1,458,133	09/22/1987
17.	ASG-TMON	76,462,759	10/28/2002
18.	ASG-TRACER	2,054,118	04/22/1997
19.	ASG-VISTA	75,576,359	10/23/1998
20.	ASG-XADC	2,045,508	03/18/1997
21.	ASG-XPAT	2,042,870	03/11/1997
22.	LANDMARK SYSTEMS CORPORATION	1,681,000	03/31/1992
23.	PERFORMANCE DOCTOR	2,222,063	02/02/1999
24.	PERFORMANCE WORKS	2,145,011	03/17/1998
25.	THE MONITOR	1,994,927	08/20/1996
26.	NAVIPLEX	2,049,411	04/01/1997
27.	NAVIGATE	1,805,857	11/23/1993
28.	NAVIGRAPH	1,758,063	03/16/1993
29.	NAVIGRAPH	1,710,731	08/25/1992
30.	LANDMARK	1,715,123	09/15/1992
31.	THE MONITOR	1,641,086	04/16/1991
32.	THE MONITOR	1,633,753	02/05/1991
33.	THE MONITOR FOR CICS	1,353,436	08/06/1985
34.	TMON	76,013,542	03/30/2000
35.	THE MONITOR	76,320,854	10/03/2001

INTERNATIONAL

36.	LANDMARK EUROPEAN COMMUNITY	73,825	12/20/1999
37.	PERFORMANCEWORKS EUROPEAN COMMUNITY	73,858	01/04/2000
38.	TMON EUROPEAN COMMUNITY	001,608,132	04/12/2000

39.	LANDMARK GERMANY	1,180,705	09/05/1991
40.	LANDMARK SYSTEMS GERMANY	39,644,280	11/27/1996
41.	PERFORMANCEWORKS GERMANY	39,737,595	08/17/1999
42.	THE MONITOR FOR CICS GERMANY	1,180,706	09/05/1991
43.	LANDMARK AUSTRALIA	580,388	06/16/1992
44.	LANDMARK SYSTEMS CORPORATION AUSTRALIA	580,389	06/16/1992
45.	LANDMARK BENELUX	474,219	UNKNOWN
46.	THE MONITOR FOR CICS BENELUX	477,893	UNKNOWN
47.	LANDMARK BRAZIL	815,055,870	07/19/1991
48.	LANDMARK SYSTEMS BRAZIL	813,144,310	05/30/1989
49.	THE MONITOR FOR MVS BRAZIL	816,739,226	02/18/1997
50.	THE MONITOR FOR VTAM BRAZIL	816,828,865	11/30/1993
51.	TMON BRAZIL	816,826,250	11/30/1993
52.	LANDMARK FRANCE	1,542,529	UNKNOWN
53.	THE MONITOR FRANCE	99,803,719	UNKNOWN
54.	LANDMARK ITALY	653,754	UNKNOWN
55.	LANDMARK SYSTEMS CORPORATION ITALY	653,7555	UNKNOWN
56.	LANDMARK MEXICO	384,050	UNKNOWN

57.	THE MONITOR FOR CICS MEXICO	395,028	UNKNOWN
58.	LANDMARK SOUTH AFRICA	92/1700	UNKNOWN
59.	LANDMARK SYSTEMS CORPORATION SOUTH AFRICA	92/1701	UNKNOWN
60.	NAVIGRAPH SOUTH AFRICA	92/1704	UNKNOWN
61.	NAVIPLEX SOUTH AFRICA	92/1705	UNKNOWN
62.	LANDMARK SPAIN	1521983	UNKNOWN
63.	THE MONITOR FOR CICS SPAIN	1521982	UNKNOWN
64.	LANDMARK SWEDEN	248533	UNKNOWN
65.	LANDMARK GREAT BRITAIN	1394085	05/19/1995
66.	THE MONITOR GREAT BRITAIN	2069318	12/18/1998
67.	THE MONITOR FOR MVS GREAT BRITAIN	2015176	12/19/1997
68.	THE MONITOR FOR CICS JAPAN	4031010	UNKNOWN

FORMER VIASOFT, INC. OWNED PRODUCTS/TRADEMARKS*

69.	<i>Design Application (OnMark Logo)</i>	2,601,435	07/30/2002
70.	ONMARK (LOGO)	2,284,053	10/5/99
71.	ONMARK 2000 (LOGO)	2,290,531	11/2/99
72.	VIASOFT (NEW LOGO SM)	2,256,342	6/29/99
73.	MANAGING THE BUSINESS OF INFORMATION TECHNOLOGY (SM)	2,132,669	1/27/98
74.	C.ERA	2,192,780	9/29/98
75.	VIASOFT'S OPERATION 2000	2,100,924	09/30/1997

76.	VIASOFT'S PLAN 2000	2,136,601	02/17/1998
77.	VIASOFT (LOGO)	2,028,587	01/07/199
78.	VIASOFT (OLD LOGO)	1,980,668	06/18/1996
79.	VIA/RECAP	1,950,868	01/23/1996
80.	VIA/RENAISSANCE	2,404,954	11/21/2000
81.	VIA/SMARTACCESS	1,972,502	05/07/1996
82.	ESW	1,945,519	01/02/1996
83.	ESW/PC	1,945,520	01/02/1996
84.	VIA/ALLIANCE	1,954,626	02/06/1996
85.	VIASOFT (SERVICEMARK)	1,999,141	09/10/1996
86.	VIASOFT	1,946,695	01/09/1996
87.	VIA/SMARTDOC	1,979,350	06/11/1996
88.	VIA/VALIDDATE	1,950,865	01/23/1996
89.	EXISTING SYSTEMS WORKBENCH	1,990,534	07/30/1996
90.	VIA/INSIGHT	1,921,796	09/26/1995
91.	VIASOFT'S INSOURCING (SM)	2,053,814	04/22/1997
92.	VIASOFT'S ENTERPRISE 2000	2,100,609	09/30/1997
93.	VIA/SMARTEDIT	1,725,209	10/20/1992

INTERNATIONAL

94.	ESW FRANCE	95575341	06/12/1995
95.	ESW GERMANY	39520947	05/24/1996
96.	ESW ITALY	727672	09/26/1997
97.	ESW JAPAN	4143422	05/18/1998
98.	ESW/PC ARGENTINA	1,945,520	01/02/1996
99.	ESW/PC SOUTH KOREA	338990	05/03/1996
100.	ESW/PC	242440	10/28/1994

NEW ZEALAND

101.	107. ESW/PC SOUTH AFRICA	94/11850	10/28/1994
102.	EXISTING SYSTEMS WORKBENCH AUSTRALIA	644801	09/26/1996
103.	EXISTING SYSTEMS WORKBENCH BAHRAIN	18751	01/05/1997
104.	EXISTING SYSTEMS WORKBENCH CANADA	TMA473,354	03/21/1997
105.	EXISTING SYSTEMS WORKBENCH GERMANY	95576661	06/20/1995
106.	EXISTING SYSTEMS WORKBENCH ITALY	728081	10/13/1997
107.	EXISTING SYSTEMS WORKBENCH SOUTH KOREA	338989	05/03/1996
108.	EXISTING SYSTEMS WORKBENCH MEXICO	504890	09/25/1995
109.	EXISTING SYSTEMS WORKBENCH NEW ZEALAND	242431	10/16/1998
110.	EXISTING SYSTEMS WORKBENCH SINGAPORE	T94/09533A	11/03/1994

* Viasoft, Inc. was converted to a limited liability company and subsequently merged out of existence in 2002. These trademarks have not been assigned to Allen Systems Group, Inc.

EXHIBIT A
FORM OF ASSIGNMENT

THIS DOCUMENT SHALL BE HELD BY AGENT, FOR THE BENEFIT OF THE LENDERS, IN ESCROW PURSUANT TO AND IN ACCORDANCE WITH THE PROVISIONS OF THE INTELLECTUAL PROPERTY COLLATERAL ASSIGNMENT AGREEMENT (THE "AGREEMENT"), DATED AS OF JANUARY 11, 2005, EXECUTED BY ALLEN SYSTEMS GROUP, INC. ("BORROWER"), IN FAVOR OF KEYBANK NATIONAL ASSOCIATION, AS AGENT FOR THE LENDERS, AS DEFINED IN THE AGREEMENT (TOGETHER WITH ITS SUCCESSORS AND ASSIGNS, "AGENT"). BY SIGNING IN THE SPACE PROVIDED BELOW, THE UNDERSIGNED OFFICER OF AGENT CERTIFIES THAT AN EVENT OF DEFAULT, AS DEFINED IN THE AGREEMENT, HAS OCCURRED AND THAT AGENT HAS ELECTED TO TAKE POSSESSION OF THE COLLATERAL, AS DEFINED BELOW, AND TO RECORD THIS DOCUMENT WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE. UPON RECORDING OF THIS DOCUMENT WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE, THIS LEGEND SHALL CEASE TO HAVE ANY FORCE OR EFFECT.

KEYBANK NATIONAL ASSOCIATION,
as Agent

By: _____
Name: _____
Title: _____

ASSIGNMENT

WHEREAS, Allen Systems Group, Inc., a Delaware corporation ("Borrower"), is the owner of the Collateral, as hereinafter defined;

WHEREAS, Borrower has executed an Intellectual Property Collateral Assignment Agreement, dated as of January 11, 2005 (as the same may from time to time be amended, restated or otherwise modified, the "Agreement"), in favor of KeyBank National Association as Agent for the Lenders, as defined in the Agreement (together with its successors and assigns, "Agent"), pursuant to which Borrower has granted to Agent, for the benefit of the Lenders, a security interest in and collateral assignment of the Collateral as security for the Obligations, as defined in the Agreement;

WHEREAS, the Agreement provides that the security interest in and collateral assignment of the Collateral is effective as of the date of the Agreement;

WHEREAS, the Agreement provides that this Assignment shall become effective upon the occurrence of an Event of Default, as defined in the Agreement, and Agent's election to take actual title to the Collateral at the time that such Event of Default is continuing;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, Borrower, its successors and assigns, subject to the limitations stated in the paragraph immediately following, does hereby transfer, assign and set over unto Agent, for the benefit of the Lenders, and their respective successors, transferees and assigns, all of Borrower's existing and future right, title and interest in, to and under (a) patents, patent registrations, patent applications, trademarks, trademark registrations, trademark applications, service marks, trade names, and copyright registrations, whether federal, state or foreign; (b) common law trademark rights, copyrights, improvements and inventions; (c) renewals, continuations, extensions, reissues and divisions of any of the foregoing; (d) rights to sue for past, present and future infringements or any other commercial tort claims relating to any of the foregoing; (e) all licenses and all income, revenue and royalties with respect to any licenses, whether registered or unregistered, and all other payments earned under contract rights, relating to any of the foregoing; (f) all general intangibles and all intangible intellectual or similar property of Borrower connected with and symbolized by any of the foregoing; (g) goodwill associated with any of the foregoing; (h) all payments under insurance, including the returned premium upon any cancellation of insurance, (whether or not Agent or any Lender is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to any of the foregoing; and (i) Proceeds of any of the foregoing (collectively, the "Collateral"), including, but not limited to, the Collateral listed on Schedule 1 hereto that is (i) registered in the United States Copyright Office in Washington D.C., or (ii) registered in the United States Patent and Trademark Office in Washington D.C. or that is the subject of pending applications in the United States Patent and Trademark Office.

This Assignment shall be effective only upon certification of an authorized officer of Agent, as provided above, that (a) an Event of Default, as defined in the Agreement, has occurred, and (b) Agent, on behalf of the Lenders, has elected to take actual title to the Collateral at a time that, to the knowledge of Agent, such Event of Default is continuing.

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed by its duly authorized officer on January 11, 2005.

ALLEN SYSTEMS GROUP, INC.

By: _____
Arthur L. Allen
President

THE STATE OF _____)
) SS:
 COUNTY OF _____)

BEFORE ME, a Notary Public, the undersigned, on this day personally appeared [_____], known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of Allen Systems Group, Inc. , a Delaware corporation, and that she/he executed the same as the act of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this [____] day of [_____], 20 ____].

 Notary Public