

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Collateral Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
International Decision Systems, Inc.		10/08/2004	CORPORATION:

RECEIVING PARTY DATA

Name:	The Governor and Company of the Bank of Scotland
Street Address:	155 Bishopsgate
City:	London
State/Country:	UNITED KINGDOM
Postal Code:	EC2M 3YB
Entity Type:	Bank:

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	2674627	CREDITLINE DFS
Registration Number:	1998524	CREDITLINE PLUS
Registration Number:	2586474	
Registration Number:	2646774	
Registration Number:	1720009	INFOANALYSIS
Registration Number:	1336396	INFOLEASE
Registration Number:	2650248	INTERNATIONAL DECISION SYSTEMS
Registration Number:	2650251	INTERNATIONAL DECISION SYSTEMS
Registration Number:	2360909	LEASEADVISOR
Registration Number:	2299073	LEASEENTERPRISE
Registration Number:	2225172	VEHICLELEASE
Serial Number:	75823118	CREDITLINE
Serial Number:	74423331	CREDITMATCH
Serial Number:	74242423	DSI

CH \$465.00 2674627

Serial Number:	73493277	INFO-ANALYSIS
Serial Number:	75307138	INFOLEASEXA
Serial Number:	78360307	PROFINIA
Serial Number:	76404265	RAPPORT

CORRESPONDENCE DATA

Fax Number: (617)338-2880
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DOMESTIC REPRESENTATIVE

Name:
 Address Line 1:
 Address Line 2:
 Address Line 3:
 Address Line 4:

NAME OF SUBMITTER:	Kimberly B. Herman, Esq.
Signature:	/hbk/
Date:	04/08/2005

Total Attachments: 22
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TRADEMARK COLLATERAL AGREEMENT

This TRADEMARK COLLATERAL AGREEMENT (this "Agreement") dated as of October 8, 2004 made by INTERNATIONAL DECISION SYSTEMS, INC., a Delaware corporation (the "Debtor"), and THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND, (i) as agent (in such capacity, and including its successors and assigns in such capacity, the "Term Agent") for the financial institutions (the "Term Banks") from time to time party to the Loan Agreement of even date herewith among IDS Group, Inc., a Delaware corporation ("Parent"), the Term Banks and the Term Agent (said loan agreement, as amended, supplemented or otherwise modified from time to time, the "Term Loan Agreement"), (ii) as agent (in such capacity, and including its successors and assigns in such capacity, the "UK Agent") for the financial institutions (the "UK Banks") from time to time party to the Working Capital Facility (UK) (as defined in the Term Loan Agreement), and (iii) as agent (in such capacity, and including its successors and assigns in such capacity, the "US Agent") for the financial institutions (the "US Banks") from time to time party to the Working Capital Facility (US) (as defined in the Term Loan Agreement). Unless otherwise specified herein: (i) references to "Agent" and "Secured Party" are to the Term Agent, the UK Agent and the US Agent, collectively as well as individually, and (ii) references to "Banks" are to the Term Banks, the UK Banks and the US Banks, collectively as well as individually.

W I T N E S S E T H:

WHEREAS, Debtor (as borrower), the US Banks (as lenders) and the US Agent are parties to Working Capital Facility (US);

WHEREAS, Debtor has guaranteed, pursuant to the IDS-US Guaranty, the obligations from time to time of members of the Consolidated Group to the Agent and the Banks (including without limitation the obligations of Parent under the Term Loan Agreement and the obligations of IDS-UK under the Working Capital Facility (UK));

WHEREAS, it is intended hereby that all obligations of the Debtor under the Working Capital Facility (US) and the IDS-US Guaranty, and all other amounts from time to time owing by the Debtor to the Secured Party or any of the Banks, be secured by all of the assets of the Debtor (including, without limitation, the intellectual property assets of the Debtor); and

WHEREAS, this Agreement is supplemental to that certain Security Agreement by and between the Debtor and the Secured Party dated as of the date hereof (as the same may be amended, supplemented or otherwise modified from time to time, the "Security Agreement");

NOW, THEREFORE, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Definitions.

(a) Capitalized terms used herein without definition (by cross-reference or otherwise) shall have the meanings provided for such terms (by cross-reference or otherwise) in the Term Loan Agreement.

(b) As used herein, the following capitalized terms shall have the following meanings:

“Associated Goodwill” means all goodwill of the Debtor or its business, products and services appurtenant to, associated with or symbolized by the Trademarks and/or the use thereof.

“Insolvency Event” means the occurrence of any of the following with respect to the Debtor or another Person: such Person shall make an assignment for the benefit of, or composition with, creditors or shall become insolvent or be unable, or generally fail, to pay its debts when due; or any bankruptcy, insolvency or other proceeding for the relief of financially distressed debtors shall be commenced with respect to such Person, or a receiver, liquidator, custodian or trustee shall be appointed for such Person or a substantial part of its assets, and, if any of the same shall occur involuntarily as to such Person, it shall not be dismissed, stayed or discharged within 60 days; or if any order for relief shall be entered against such Person under Title 11 of the United States Code entitled “Bankruptcy”; or such Person shall take any action to effect, or which indicates its acquiescence in, any of the foregoing; in each of the foregoing situations, whether under the laws of the United States or the analogous laws of any foreign jurisdiction.

“Licensed Trademarks” means all Trademarks (other than Owned Trademarks), including but not limited to those referenced in Schedule A attached hereto.

“NYUCC” means the Uniform Commercial Code of the State of New York (as currently in effect and as the same may from time to time hereafter be amended).

“Owned Trademarks” means all Trademarks in or to which the Debtor has or shall in the future have title or an ownership interest, including but not limited to those U.S. applications and registrations referenced in Schedule B attached hereto, and foreign applications and registration referenced in Schedule C attached hereto.

“Proceeds” means any consideration received from the sale, exchange, license, lease or other transfer or disposition of any right, interest, asset or property which constitutes Trademark Collateral, any value received as a consequence of the ownership, possession, or use of any Trademark Collateral, and any payment received from any insurer or other person or entity as a result of the destruction, loss, theft or other involuntary conversion of whatever nature of any right, interest, asset or property which constitutes Trademark Collateral.

“PTO” means the United States Patent and Trademark Office.

“Related Assets” means all assets, rights and interests of the Debtor which uniquely reflect or embody the Associated Goodwill, including but not limited to the following: all patents, copyrights, trade secrets, confidential information, methods, processes, know-how, operating systems, drawings, descriptions, formulations, quality control procedures, product and service specifications, catalogs and advertising materials, relating to the production, delivery, provision, licensing and sale of goods or services under or in association with any of the Trademarks, and all books and records describing

or used in connection with any or all of the foregoing; and the following documents and things in the possession or under the control of the Debtor, or subject to its demand for possession or control, related to the production, delivery, provision, licensing and sale by the Debtor, or any affiliate, licensee or contractor, of products or services sold by or under the authority of the Debtor in connection with the Trademarks or Trademark Rights, whether prior to, on or subsequent to the date hereof:

(i) All lists, contracts, ancillary documents and other information which identify, describe or provide information with respect to any customers, dealers or distributors of the Debtor, its affiliates or licensees or contractors, for products or services sold under or in connection with the Trademarks or Trademark Rights, including but not limited to all lists and documents containing information regarding each customer's, dealer's or distributor's name and address, credit, payment, discount, delivery and other sale terms, and history, pattern and total of purchases by brand, product, style, size and quantity;

(ii) all agreements, product and service specification documents, technical specifications and information, and operating, production and quality control manuals relating to or used in the design, manufacture, production, delivery, provision, licensing, and sale of products or services under or in connection with the Trademarks or Trademark Rights;

(iii) all documents and agreements relating to the identity and locations of all sources of supply, all terms of purchase and delivery, for all materials, components, raw materials and other supplies and services used in the manufacture, production, provision, delivery, licensing and sale of products or services under or in connection with the Trademarks or Trademark Rights; and

(iv) all agreements and documents constituting or concerning the present or future, current or proposed advertising and promotion by the Debtor (or any of its affiliates, licensees or contractors) of products or services provided, licensed or sold under or in connection with the Trademarks or Trademark Rights.

“Secured Obligations” means all of the indebtedness, obligations and liabilities of the Debtor to the Secured Party (in whatever capacity) and to the Banks or any of them, in each case individually or collectively and whether direct or indirect, joint or several, absolute or contingent, due or to become due, now existing or hereafter arising, pursuant to one or more of the Loan Documents or one or more of the Other Loan Documents.

“Trademarks” means all of the trademarks, service marks, designs, logos, indicia, trade names, corporate names, company names, business names, fictitious business names, trade styles, elements of package or trade dress, and/or other source and/or product or service identifiers, and general intangibles (as defined in the NYUCC) of like nature, used or associated with or appurtenant to the products, services and business of the Debtor, which include, but are not limited to those Trademarks that (i) are set forth on Schedules A, B and C attached hereto, or (ii) have been adopted, acquired, owned, held or used by the Debtor and are now owned, held or used by the Debtor, in the Debtor's

business, or with the Debtor's products and services, or in which the Debtor has any right, title or interest, or (iii) are in the future adopted, acquired, owned, held and/or used by the Debtor in the Debtor's business or with the Debtor's products and services, or in which the Debtor in the future acquires any right, title or interest; provided, however, that Trademark Collateral shall not include "intent to use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1501, unless and until an "Amendment to Allege Use" or a "Statement of Use" under Section 1(c) and 1(d) of such Act has been filed.

"Trademark Collateral" means all of the Debtor's right, title and interest in and to all of the Trademarks, the Trademark Registrations, the Trademark License Rights, the Trademark Rights, the Associated Goodwill, the Related Assets, and all additions, improvements and accessions to, substitutions for, replacements of, and all products and Proceeds (including insurance proceeds) of any and all of the foregoing.

"Trademark License Rights" means any and all past, present or future rights and interests of the Debtor pursuant to any and all past, present and future, licensing agreements in favor of the Debtor, or to which the Debtor is a party, pertaining to any Trademarks (whether Owned Trademarks or Licensed Trademarks), Trademark Registrations, or Trademark Rights owned or used by third parties in the past, present or future, including the right in the name of the Debtor or the Secured Party to enforce, and sue and recover for, any past, present or future breach or violation of any such agreement. Such agreements shall include but not be limited to those set forth on Schedule A attached hereto. Notwithstanding the foregoing, Trademark License Rights shall not include those trademark or trade name rights which are held by the Debtor as licensee, to the extent that such items are not assignable or capable of being encumbered as a matter of law or without the consent of the licensor thereof under the terms of such license (but solely to the extent that any such provision of any license or other agreement shall be enforceable under applicable law).

"Trademark Registrations" means all past, present or future federal, state, local and foreign registrations of the Trademarks (and all renewals and extensions of such registrations), all past, present and future applications for any such registrations of the Trademarks (and any such registrations thereof upon approval of such applications), together with the right (but not the obligation) to apply for such registrations (and prosecute such applications) in the name of the Debtor or the Secured Party, and to take any and all actions necessary or appropriate to maintain such registrations in effect and/or renew and extend such registrations.

"Trademark Rights" means any and all past, present or future rights in, to and associated with the Trademarks throughout the world, whether arising under federal law, state law, common law, foreign law or otherwise, including but not limited to the following: all such rights arising out of or associated with the Trademark Registrations; the right (but not the obligation) to register claims under any state, federal or foreign trademark law or regulation; the right (but not the obligation) to sue or bring opposition, cancellation or concurrent use proceedings in the name of the Debtor for any and all past, present and future infringements or dilution of or any other damages or injury to the

Trademarks, the Trademark Rights, or the Associated Goodwill, and the rights to damages or profits due or accrued arising out of or in connection with any such past, present or future infringement, dilution, damage or injury; and the Trademark License Rights.

“UCC” (unless explicitly stated to refer to the Uniform Commercial Code of a state other than the State of New York) means the NYUCC.

“Use” of any Trademark includes all uses of such Trademark by, for or in connection with the Debtor or its business or for the direct or indirect benefit of the Debtor or its business, including but not limited to all such uses by the Debtor itself, by any of the affiliates of the Debtor, or by any licensee or contractor of the Debtor which use inures to the benefit of the Debtor.

(c) Unless otherwise specified, each reference in this Agreement or in any other Loan Document or Other Loan Document to a Loan Document or Other Loan Document or other agreement shall mean such Loan Document or Other Loan Document or other agreement as the same may be amended, supplemented or otherwise modified from time to time with the consent of the Secured Party.

(d) As used in this Agreement, the terms "including," "including without limitation" and "such as" (and like terms) are illustrative and not limitative. No difference shall be imputed to the use in some places herein of “including” and in others of “including without limitation.” Phrases such as "hereof" and "herein" refer to the entire Agreement and not just the section or other portion in which said reference appears.

2. Grant of Security Interest.

(a) The Debtor hereby unconditionally grants to the Secured Party (to the extent legally and contractually permitted) a continuing security interest in and perfected lien on the Trademark Collateral, and pledges, mortgages and hypothecates (but does not transfer title to) the Trademark Collateral to the Secured Party as continuing security for the Secured Obligations.

Notwithstanding the foregoing, the payment and performance of the Secured Obligations shall not be secured by:

(i) any contract, license, permit or franchise that validly prohibits the creation by the Debtor of a security interest in such contract, license, permit or franchise (or in any rights or property obtained by the Debtor under such contract, license, permit or franchise); provided, however, that the provisions of this subparagraph shall not prohibit the security interests created by this Agreement from extending to the proceeds of such contract, license, permit or franchise (or such rights or property) or to the monetary value of the goodwill and other general intangibles of the Debtor relating thereto; or

(ii) any rights or property to the extent that any valid and enforceable law or regulation applicable to such rights or property prohibits the creation of a

security interest therein; provided, however, that the provisions of this subparagraph shall not prohibit the security interests created by this Agreement from extending to the proceeds of such rights or property or to the monetary value of the goodwill and other general intangibles of the Debtor relating thereto.

(b) In addition to, and not by way of limitation of, the grant, pledge, mortgage and hypothecation of the Trademark Collateral provided in Section 2(a), the Debtor hereby grants, assigns, transfers, conveys and sets over to the Secured Party its entire right, title and interest in and to the Trademark Collateral; provided, however, that such grant, assignment, transfer and conveyance shall be and become of force and effect only (i) upon or after the occurrence and during the continuance of an Event of Default and (ii) either (A) upon the written demand of the Secured Party at any time during such continuance or (B) immediately and automatically (without notice or action of any kind by the Secured Party) upon an Insolvency Event as to the Debtor or upon the sale or other disposition of or foreclosure upon the Trademark Collateral pursuant to the Security Agreement and Article 9 of the UCC (including the transfer or other disposition of the Trademark Collateral by the Debtor to the Secured Party in lieu of foreclosure). The foregoing grant, assignment, transfer and conveyance shall be referred to from time to time herein as the “§2(b) Assignment.”

(c) The Debtor acknowledges and agrees that, upon the effectiveness of the §2(b) Assignment, the Secured Party shall have the cumulative rights in and to the Trademark Collateral as are provided in this Agreement and in the Security Agreement, and shall have the rights in and to the Collateral (other than the Trademark Collateral) as are provided in the Security Agreement.

(d) The parties expressly acknowledge and agree that they have executed and delivered to the Secured Party certain other Security Documents pursuant to which the Debtor has unconditionally granted to the Secured Party a continuing security interest in and lien on the Collateral. Such Security Documents and all rights and interests of the Secured Party in and to the Collateral thereunder, are hereby ratified, confirmed, adopted and approved. In no event shall this Agreement, the §2(b) Assignment of the Trademark Collateral hereunder, or the recordation of any Notice of Security Interest with the PTO or with any other trademark office or registry, domestic or foreign, adversely affect or impair, in any way or to any extent, any other Security Document, the security interest of the Secured Party in the Collateral pursuant to any other Security Document, the attachment and perfection of such security interest under the Uniform Commercial Code, or the present or future rights and interests of the Secured Party in and to the Collateral under or in connection with this Agreement, any other Security Document, and/or the Uniform Commercial Code. Any and all rights and interests of the Secured Party in and to the Collateral (and any and all obligations of the Debtor with respect to any of the Collateral) provided herein, or arising hereunder or in connection herewith, shall only supplement and be cumulative and in addition to the rights and interests of the Secured Party (and the obligations of the Debtor) in, to or with respect to the Collateral provided in or arising under or in connection with the other Security Documents. In the event of any conflict between this Agreement and the Security Agreement, the provisions of the Security Agreement shall control.

3. Effect of §2(b) Assignment - Secured Party's Rights. Upon the effectiveness of the §2(b) Assignment, the Secured Party shall own to the extent legally or contractually permitted, the entire right, title and interest in and to the Trademark Collateral, free and clear of any lien, charge, encumbrance or claim of the Debtor or any other party. Upon such effectiveness, in addition to all other rights and remedies of the Secured Party, whether under law, any Security Document or Security Document (Other), or otherwise (all such rights and remedies being cumulative, not exclusive, and enforceable alternatively, successively or concurrently, without notice to or consent by the Debtor except as expressly provided otherwise herein), the Secured Party's rights and remedies with respect to the Trademark Collateral shall include but not be limited to the following to the extent legally or contractually permitted, without payment of royalty or compensation of any kind to the Debtor except as expressly provided otherwise herein:

(a) The Secured Party may exercise, in respect of the Trademark Collateral, all the rights and remedies of a secured party under the Uniform Commercial Code (whether or not such Code applies to the affected Trademark Collateral).

(b) The Secured Party may operate the business of the Debtor using the Trademark Collateral.

(c) The Secured Party may, to the same extent that the Debtor has the right to do so immediately prior to the effectiveness of the §2(b) Assignment, license or sublicense, whether general, special or otherwise, and whether on an exclusive or nonexclusive basis, any of the Trademark Collateral, throughout the world for such term or terms, on such conditions, and in such manner, as the Secured Party shall in its sole discretion determine.

(d) The Secured Party may (without assuming any obligations or liability thereunder), at any time, enforce (and shall have the exclusive right but not the obligation to enforce) against any licensor, licensee or sublicensee all Trademark License Rights of the Debtor, and take or refrain from taking any such action.

(e) The Secured Party may assign, sell, transfer or otherwise dispose of the Trademark Collateral and exercise any and all of its rights and remedies pursuant to Section 8 hereof.

(f) In addition to the foregoing, in order to implement the assignment, sale, transfer or other disposition of any of the Trademark Collateral pursuant to Section 8 hereof, the Secured Party may, pursuant to the authority granted in the power of attorney provided in Section 7 hereof (such authority becoming effective upon the occurrence and during the continuation of an Event of Default), execute and deliver on behalf of the Debtor one or more instruments of assignment of the Trademark Collateral, in form suitable for filing, recording or registration in any jurisdiction or country.

4. Effect of §2(b) Assignment - Debtor's Obligations.

(a) Upon the effectiveness of the §2(b) Assignment, the Debtor shall have no further right, title or interest in or to any of the Trademark Collateral, and the Debtor shall

immediately cease and desist in the use of the Trademarks or any colorable imitation thereof, and shall, upon written demand of the Secured Party, deliver to the Secured Party (or the Secured Party's designee) all unused or unsold goods owned by the Debtor bearing the Trademarks.

(b) In addition, upon the effectiveness of the §2(b) Assignment, and upon the written demand of the Secured Party, the Debtor shall execute and deliver to the Secured Party an assignment or assignments of the Trademark Collateral and such other documents as may be necessary or appropriate to carry out the intent and purposes of this Agreement: provided that the failure of the Debtor to comply with such demand will not impair or affect the validity of the §2(b) Assignment. The Debtor agrees that any such assignment (including a §2(b) Assignment) and/or any recording thereof shall be applied to reduce the Secured Obligations outstanding only to the extent that the Secured Party actually receives cash proceeds in respect of the assignment, sale or disposition of, or other realization upon, the Trademark Collateral.

(c) In the event of any such license, assignment, sale, transfer or other disposition of the Trademark Collateral, or any of it, after the occurrence and during the continuation of an Event of Default, whether to or by the Secured Party, the Debtor shall supply to the Secured Party (or the Secured Party's designee) the Debtor's know how and expertise relating to the products and services sold and provided under the Trademarks, and other records relating to the Trademark Collateral and to the production, marketing, delivery and sale of said products and services. Without limiting the generality of the foregoing, within five (5) Business Days of written notice thereof from the Secured Party, the Debtor shall use its best efforts to make available to the Secured Party such personnel in the Debtor's employ on the date of the Event of Default as the Secured Party may reasonably designate, by name, title or job responsibility, to permit the Debtor (or if the Secured Party so elects, the Secured Party or the Secured Party's designee) to continue, directly or indirectly, to manufacture, produce, supply, advertise, provide, license, sell and deliver the products or services sold by the Debtor under the Trademarks, such persons to be available to perform their prior functions on the Secured Party's behalf and, if the Secured Party so elects to utilize their services, to be compensated by the Secured Party on a per diem, pro rata basis consistent with the wages and salary structure applicable to each as of the date of such Event of Default.

5. Representations, Warranties and Covenants. The Debtor represents and warrants to, and covenants and agrees with the Secured Party as follows:

(a) The Debtor is and will continue to be the sole and exclusive owner of the entire legal and beneficial right, title and interest in and to the Trademarks and the Trademark Collateral (other than ownership and other rights reserved by the owners of the Licensed Trademarks), free and clear of any lien, charge, security interest or other encumbrance, except for the security interest and conditional assignment created by this Agreement and the other Security Documents, liens and encumbrances expressly permitted pursuant to the Term Loan Agreement. The Debtor will defend its right, title and interests in and to the Trademarks and the Trademark Collateral against any and all claims of any third parties.

(b) Schedules A, B and C together comprise true and complete lists of all Trademarks and Trademark Registrations now owned, licensed, controlled or used by the Debtor. All material license and other agreements applicable to the Trademarks are the valid and binding obligations of all of the parties thereto, enforceable against each such parties in accordance with their respective terms.

(c) The Owned Trademarks and the Trademark Registrations and Trademark Rights related thereto are valid, enforceable and subsisting and have not been adjudged invalid or unenforceable. The Debtor has not received any written claim by any third party that any of the Owned Trademarks and the Trademark Registrations and Trademark Rights related thereto are invalid or unenforceable.

(d) There is not on file in any governmental or regulatory authority, agency or recording office, in the United States or in any foreign country, any effective financing statement, security agreement, assignment, license or transfer or notice of any of the foregoing (other than those that have been filed in favor of the Secured Party) covering any of the Trademark Collateral, and the Debtor is not aware of any such filing other than as set forth in the Schedules to the Term Loan Agreement. So long as this Agreement shall be in effect, the Debtor shall not execute and shall not knowingly permit to be on file in any such office or agency, any such financing statement or other document or instrument (except financing statements, documents or instruments filed or to be filed in favor of the Secured Party or in connection with Permitted Liens).

(e) To the best of the Debtor's knowledge, no claim has been made that the Debtor's use of any of the owned Trademarks does or may violate the rights of any third parties. There has been no decision adverse to the Debtor's claim of ownership rights and or exclusive rights to use the owned Trademarks or any material part of the Trademark Collateral associated therewith, or to its right to use and register the owned Trademarks in any jurisdiction or to keep and maintain such registration in full force and effect, and there is no proceeding involving said rights, threatened, or pending in the PTO or any similar office or agency of the United States, any state or foreign country or in any court.

(f) This Agreement will create in favor of the Secured Party a valid and perfected security interest in the Trademarks existing on the date on which this representation is made upon making the filings referred to in subsection (g) below.

(g) With respect to the United States Trademark Collateral, except for the filing of financing statements under the Uniform Commercial Code (to be filed in connection with the execution and delivery of the Security Agreement) and the filing with the PTO, no authorization, approval or other action by, and no notice to or filing with, any governmental or regulatory authority, agency or office is required either (1) for the grant by the Debtor or the effectiveness of the security interest granted hereby or for the execution, delivery and performance of this Agreement by the Debtor, or (2) for the perfection of or the exercise by the Secured Party of any of its rights and remedies hereunder. The Debtor acknowledges that an executed counterpart of this Agreement will also be recorded by the Secured Party with the PTO.

6. Assurances.

(a) The Debtor shall do, make, execute and deliver all such additional and further acts, things, deeds, assurances and instruments as the Secured Party may reasonably require more completely to vest in and assure to the Secured Party its rights hereunder or in any of the Trademark Collateral, including without limitation execution and delivery of financing statements, continuation statements, and amendments which the Secured Party deems appropriate to perfect and continue the assignment and security interest hereby granted.

(b) The Debtor agrees that, upon its commencement of use or acquisition of any right, title or interest in or to any Trademark, Trademark Registration or Trademark Right other than the Trademarks, Trademark Registrations or Trademark Rights set forth in Schedules A, B and C hereto (including any variation or new versions of such scheduled Trademarks, Trademark Registrations and Trademark Rights), or upon commencement of use of any Trademark (or the addition to any Trademark Registration of), the Debtor shall promptly notify the Secured Party in writing thereof and the provisions of this Agreement shall automatically apply thereto. The Secured Party shall be authorized to amend such Schedules A, B and C as appropriate to include such additional Trademarks, Trademark Registrations and Trademark Rights, without the necessity for the Debtor's approval of or signature to such amendment, and the Debtor shall do all such other acts (at its own expense) reasonably deemed necessary or appropriate by the Secured Party to implement and preserve the Secured Party's interest therein (including, but not limited to, executing and delivering and recording in all places where this Agreement or notice thereof is recorded, an appropriate counterpart of or supplement to this Agreement). Such additional Trademarks, Trademark Registrations and Trademark Rights shall be automatically included in the definition of the terms "Trademarks", "Trademark Registrations" and "Trademark Rights", as such terms are used herein.

7. Power of Attorney.

(a) The Debtor hereby irrevocably constitutes and appoints the Secured Party (or the Secured Party's designee), with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of the Debtor and in the name of the Debtor or in the Secured Party's own name (or the Secured Party's designee), upon the occurrence and during the continuance of an Event of Default, for the purpose of carrying out the term of this Agreement, to take any and all appropriate action and to execute any and all documents and instruments that may be necessary or desirable to accomplish the purposes of this Agreement and, without limiting the generality of the foregoing, hereby gives the Secured Party the power and right, on behalf of the Debtor, without notice to or assent by the Debtor, to do the following:

- (i) Generally to sell, transfer, pledge, make any agreement with respect to or otherwise deal with any of the Trademark Collateral in such manner as is consistent with the UCC from time to time and as fully and completely as

though the Secured Party were the absolute owner thereof for all purposes, and to do at the Debtor's expense, at any time, or from time to time, all acts and things which the Secured Party deems reasonably necessary to protect, preserve or realize upon the Trademark Collateral and the Secured Party's security interest therein, in order to effect the intent of this Agreement, all as fully and effectively as the Debtor might do, including, without limitation, (A) execution and delivery of any and all agreements, documents, instruments of assignment, licenses or transfers of any of the Trademark Collateral, and do all other acts, which the Debtor is obligated to execute or deliver or perform under any provision of this Agreement and which the Debtor fails to execute, deliver or perform, and (B) execution of any and all documents, statements, certificates, instruments or agreements deemed necessary or advisable by the Secured Party (or the Secured Party's designee) to effect any purpose set forth herein; and

(ii) To file and/or prosecute such financing statements, continuation statements, and amendments with respect hereto, with or without the Debtor's signature, or a photocopy of this Agreement in substitution for a financing statement, as the Secured Party may deem appropriate and to execute such financing statements, continuation statements, and amendments which may require the Debtor's signature.

(b) To the extent permitted by law, the Debtor hereby ratifies all that said attorneys shall lawfully do or cause to be done by virtue hereof. This power of attorney is a power coupled with an interest and shall be irrevocable.

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

8. Remedies. If an Event of Default shall have occurred and be continuing, the Secured Party may, without notice or demand to the Debtor, declare this Agreement to be in default, and the Secured Party shall thereafter have in any jurisdiction in which enforcement hereof is sought, in addition to the right to collect, enforce and settle claims in respect of the Trademark Collateral and all other rights and remedies of a holder of the Trademark collateral, the rights and remedies of a secured party under the UCC. The Secured Party shall give to the Debtor at least five (5) Business Days' prior written notice of the time and place of any public sale of any of the Trademark Collateral, including negotiable or non-negotiable instruments, securities, investment property or other writings evidencing any of the Trademark Collateral, or of the time after which any private sale or any other intended disposition is to be made. The Debtor hereby acknowledges that five Business Days' prior written notice is reasonable notice. In addition, the Debtor waives any and all rights that it may have to judicial hearing in advance of the enforcement of any of the Secured Party's rights hereunder.

9. Enforcement of Trademark Rights.

(a) Except as otherwise provided in Section 3 hereof, and notwithstanding Section 2(b) hereof, the Debtor shall have the right and the obligation to commence and prosecute in its own name, as a real party in interest, for its own benefit and at its own expense, such suits, proceedings or other actions to restrain, prevent or recover for infringement, misuse, unfair competition, dilution or other damage as are in its reasonable business judgment necessary or appropriate to maintain, protect and enforce the Trademarks, Trademark Registrations, Trademark Rights and Associated Goodwill. The Debtor shall indemnify and hold harmless the Secured Party from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, judgments, suits, costs, expenses or disbursements (including but not limited to attorneys' fees) of any kind whatsoever which may be imposed on, incurred or suffered by or asserted against the Secured Party in connection with or in any way arising out of such suits, proceedings or actions.

(b) Upon the occurrence and during the continuance of an Event of Default, the Secured Party shall have the right, but in no way shall be obligated, to bring suit in the name of the Debtor or the Secured Party (in the sole discretion of the Secured Party) to protect, maintain or enforce any of the Debtor's rights or interest in, to or under the Trademark Collateral or any part thereof, in which event the Debtor shall at the request of the Secured Party (and at the Debtor's expense) do any and all lawful acts and things, and execute any and all documents and instruments requested by the Secured Party, in furtherance of such protection, maintenance or enforcement; the Debtor shall promptly upon demand indemnify and reimburse the Secured Party for all liabilities, obligations, costs, expenses or disbursements imposed on, incurred or suffered by or asserted against the Secured Party in the exercise of its rights under this Section 9(b) and any unreimbursed amounts shall constitute Secured Obligations for all purposes hereof. In the event the Secured Party shall elect not to bring suit to protect, maintain or enforce any such rights or interests of the Debtor, the Debtor shall use all reasonable measures, whether by action, suit, proceeding or otherwise, to protect, maintain and enforce such rights and interests, and for that purpose shall diligently maintain any such action, suit or proceeding necessary or appropriate for such protection, maintenance or enforcement.

10. Indemnification. The Debtor shall indemnify and hold harmless the Secured Party and each Bank from and against, and shall pay to the Secured Party and any Bank on demand, any and all claims, actions, suits, judgments, penalties, losses, damages, costs, disbursements, expenses, obligations or liabilities of any kind or nature (except those resulting from the Secured Party's gross negligence or willful misconduct) arising in any way out of or in connection with this Agreement, the Trademark Collateral, custody, preservation, use, operation, sale, license (or other transfer or disposition) of the Trademark Collateral, any alleged infringement of the intellectual property rights of any third party, the production, marketing, delivery and sale of the goods and services provided under or in connection with any of the Trademarks or the Trademark Collateral, the sale of, collection from or other realization upon any of the Trademark Collateral, the failure of the Debtor to perform or observe any of the provisions hereof, or matters relating to any of the foregoing, in all cases prior to the effectiveness of the §2(b) Assignment. The Debtor shall also indemnify and hold harmless the Secured Party from and

against any and all claims, actions, suits, judgments, penalties, losses, damages, costs, disbursements, expenses, obligations or liabilities arising out of or in connection with any fault, negligence, act or omission of the Debtor (regardless of whether such fault, negligence, act or omission occurred or occurs prior to or after such effectiveness). The amounts of any unpaid indemnity provided for in this Section 10 shall constitute Secured Obligations for all purposes hereof. The Debtor shall not make any claim against the Secured Party for or in connection with the exercise or enforcement by the Secured Party of any right or remedy granted to it hereunder, or any action taken or omitted to be taken by the Secured Party hereunder (except for the gross negligence or willful misconduct of the Secured Party).

11. No Obligation of the Secured Party. The rights granted to the Secured Party hereunder are solely for the protection of the Secured Party and the Banks and nothing herein contained shall impose on the Secured Party or any Bank any duties or obligations with respect to the Trademark Collateral or any property of the Debtor received hereunder beyond reasonable care in its custody and preservation while in the Secured Party's possession.

12. Termination of Agreement. Upon the indefeasible payment in full of all Secured Obligations and any obligation of any Bank under any Other Loan Agreement has been terminated in writing, and the Secured Party will execute all such documents as may be reasonably requested by the Debtor to release its security interest and lien hereunder and to terminate this Agreement and all obligations hereunder, provided, however, that this Agreement shall continue to be effective or shall be reinstated, as the case may be, if at any time payment or other satisfaction of any of the obligations is rescinded or must otherwise be restored or returned upon the bankruptcy, insolvency, or reorganization of the Debtor, or otherwise, as though such payment had not been made or other satisfaction occurred. No invalidity, irregularity or unenforceability by reason of the Bankruptcy Code or any insolvency or other similar law, or any law or order of any government or agency thereof purporting to reduce, amend or otherwise affect, the Secured Obligations, shall impair, affect, be a defense to or claim against the Secured Obligations of the Debtor under this Agreement.

13. Cumulative Remedies. All of the Secured Party's rights and remedies with respect to the Trademarks, whether established hereby or by the Security Agreement or by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently. This Agreement is supplemental to the Security Agreement, and nothing contained herein shall in any way derogate from any of the rights or remedies of the secured Party contained therein.

14. Overdue Amounts. Until paid, all amounts due and payable by the Debtor hereunder shall be a debt secured by the Trademark Collateral and shall bear, whether before or after judgment, interest (to the fullest extent permitted by applicable law) at the Post-Default Rate.

15. Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK WITHOUT REFERENCE TO CHOICE OF LAW DOCTRINE THAT WOULD RESULT IN THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

16. Jurisdiction. THE DEBTOR HEREBY AGREES THAT ANY LEGAL ACTION OR PROCEEDING AGAINST THE DEBTOR WITH RESPECT TO THIS AGREEMENT MAY BE BROUGHT IN THE COURTS OF THE STATE OF NEW YORK LOCATED IN NEW YORK CITY OR OF THE UNITED STATES OF AMERICA FOR THE SOUTHERN DISTRICT OF NEW YORK OR ANY COURT IN ENGLAND AS THE SECURED PARTY MAY ELECT, AND BY EXECUTION AND DELIVERY OF THIS AGREEMENT THE DEBTOR ACCEPTS AND CONSENTS FOR ITSELF AND IN RESPECT TO ITS PROPERTY, GENERALLY AND UNCONDITIONALLY, THE JURISDICTION OF THE AFORESAID COURTS AND AGREES THAT SUCH JURISDICTION SHALL BE EXCLUSIVE, unless waived by the Secured Party in writing, with respect to any action or proceeding brought by the Debtor against the Secured Party, and further consents (to the extent permitted by applicable law) to the service of process in any such action or proceeding being made upon the Debtor by mail at the address stated alongside its name on the signature page hereof or at such other address as the Secured Party is notified of in accordance with Section 17(h) hereof. The Debtor agrees that Sections 5-1401 and 5-1402 of the General Obligations Law of the State of New York shall apply to this Agreement, the other Loan Documents and the Other Loan Documents and waives any right to stay or to dismiss any action or proceeding brought before said courts on the basis of forum non conveniens. The Debtor hereby waives any objection that it may now or hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient court. Nothing herein shall limit the right of the Secured Party to bring proceedings against the Debtor in the courts of any other jurisdiction. The Debtor covenants that it is and will remain subject to service of process in the State of New York and in England so long as any of the Secured Obligations is outstanding. If for any reason the Debtor should not be or remain so qualified, the Debtor hereby designates and appoints, without power of revocation,

- (i) with respect to any and all legal actions in the United States relating to this Agreement, CT Corporation System, Inc., 111 Eighth Avenue, New York, New York,
- (ii) with respect to any and all legal actions in England relating to this Agreement, IDS-UK, Norton House, 1 Stewart Road, Basingstoke, Hampshire RG2488NF, United Kingdom,

as the agent of the Debtor upon whom may be served all process, pleadings, notices or other papers which may be served upon the Debtor as a result of any of its obligations under this Agreement, the other Loan Documents or any Other Loan Document. Nothing herein shall affect the right of the Secured Party to serve process in any other manner permitted by law.

17. Miscellaneous.

(a) No Waiver. No delay on the part of the Secured Party in exercising any of its rights, remedies, powers and privileges hereunder or partial or single exercise thereof, shall constitute a waiver thereof. None of the terms and conditions of this Agreement may be changed, waived, modified or varied in any manner whatsoever unless in writing duly signed by the Debtor and the Secured Party. No notice to or demand on the Debtor in any case shall entitle the Debtor to any other or further notice or demand in similar or

other circumstances or constitute a waiver of any of the rights of the Secured Party to any other or further action in any circumstances without notice or demand.

(b) Binding Effect. The obligations of the Debtor hereunder shall remain in full force and effect without regard to, and shall not be impaired by, (i) any bankruptcy, insolvency, reorganization, arrangement, readjustment, composition, liquidation or the like of the Debtor; (ii) any exercise or non-exercise, or any waiver of, any right, remedy, power or privilege under or in respect of this Agreement, any of the other Loan Documents, any of the Other Loan Documents or any other agreement executed in connection with any of the foregoing whereby the Debtor has granted any Lien to the Secured Party or any other agreement executed in connection with any of the foregoing, the Secured Obligations or any security for any of the Secured Obligations; or (iii) any amendment to or modification of any of the foregoing; whether or not the Debtor shall have notice or knowledge of any of the foregoing. The rights and remedies of the Secured Party herein provided are cumulative and not exclusive of any rights or remedies which the Secured Party would otherwise have.

(c) No Violation. All rights, remedies and powers provided by this Agreement may be exercised only to the extent that the exercise thereof does not violate any applicable provision of law, and the provisions hereof are intended to be subject to all applicable mandatory provisions of law that may be controlling and to be limited to the extent necessary so that they will not render this Agreement invalid, unenforceable in whole or in part or not entitled to be recorded, registered or filed under the provisions of any applicable law.

(d) No Obligation of Secured Party. It is expressly agreed, anything herein, in the Loan Documents, the Other Loan Documents or in any other agreement or instrument executed by the Debtor in connection with any of the foregoing to the contrary notwithstanding, that the Debtor shall remain liable to perform all of the obligations, if any, assumed by it with respect to the Trademark Collateral and the Secured Party shall not have any obligations or liabilities with respect to any Trademark Collateral by reason of or arising out of this Agreement, nor shall the Secured Party be required or obligated in any manner to perform or fulfill any of the obligations of the Debtor under or pursuant to any or in respect of any Trademark Collateral.

(e) Successors. This Agreement shall be binding upon the Debtor and its successors and assigns and shall inure to the benefit of the Secured Party and its successors and assigns, except that the Debtor may not transfer or assign any of its obligations, rights or interest hereunder without the prior written consent of the Secured Party and any such purported assignment by the Debtor shall be void. All agreements, representations and warranties made herein shall survive the execution, delivery and performance of this Agreement.

(f) Headings; Amendments. The descriptive headings of the several sections of this Agreement are inserted for convenience only and shall not in any way affect the meaning or construction of any provision of this Agreement. No provision of this

Agreement shall be waived, amended or supplemented except by a written instrument executed by the Debtor and the Secured Party.

(g) Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

(h) Notices. Any notice or demand upon the Debtor pursuant to this Agreement, any other Loan Document or any of the Other Loan Documents shall be deemed to have been sufficiently given or served for all purposes thereof when mailed, postage prepaid, by registered or certified mail, return receipt requested, or when telegraphed, telecopied, telexed or sent by messenger or by Federal Express (or similar overnight express or courier service), to the Debtor at the address stated alongside its name on the signature page hereof or at such other address as the Debtor may designate in a writing delivered to the Secured Party, provided that in the case where the Secured Party is required to give only five Business Days' notice of a proposed sale of the Trademark Collateral such notice shall not be deemed given until delivered to the chief executive office of the Debtor (or the latest such chief executive office of which the Secured Party has been notified in accordance with the provisions hereof). All notices to the Secured Party under this Agreement shall be deemed to have been given when delivered by mail, telegraph, telecopy, telex, messenger or Federal Express (or similar overnight express or courier service) to the Secured Party at the address stated alongside its name on the signature page hereof or at such other address as the Secured Party may designate in a writing delivered to the Debtor.

(i) Counterparts. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which counterparts taken together shall be deemed to constitute one and the same instrument. Telecopied signatures hereto shall be of the same force and effect as an original of a manually signed copy.

18. Waiver of Jury Trial. EACH OF THE DEBTOR AND THE SECURED PARTY HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY AND ALL RIGHTS EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH, THIS AGREEMENT, ANY OTHER LOAN DOCUMENT OR ANY OF THE OTHER DOCUMENTS, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN), OR ACTIONS OF THE SECURED PARTY, ANY BANK, THE DEBTOR OR ANY OTHER MEMBER OF THE CONSOLIDATED GROUP. Except as prohibited by law, the Debtor waives any other right which it may have to claim or recover in any litigation referred to in the preceding sentence any special, exemplary, punitive or consequential damages or any damages other than, or in addition to, actual damages.

IN WITNESS WHEREOF, the Debtor has caused this Agreement to be duly executed as of the date first above written.

INTERNATIONAL DECISION SYSTEMS, INC. 80 South Eighth Street
Minneapolis, Minnesota 55402
Telecopier No.: 612/851-3208

By 

Name: Michael Mehr
Title: Vice President - Finance &
Administration

Accepted:
THE GOVERNOR AND COMPANY OF THE
BANK OF SCOTLAND

155 Bishopsgate
London EC2M 3YB
England

Telecopier No.: 0207 012 9459

By _____

Name:
Title:

[Signature page to Trademark Collateral Agreement with International Decision Systems, Inc.]

TRADEMARK
REEL: 003062 FRAME: 0355

IN WITNESS WHEREOF, the Debtor has caused this Agreement to be duly executed as of the date first above written.

INTERNATIONAL DECISION SYSTEMS, INC. 80 South Eighth Street
Minneapolis, Minnesota 55402
Telecopier No.: 612/851-3208

By _____
Name:
Title:

Accepted:
THE GOVERNOR AND COMPANY OF THE
BANK OF SCOTLAND

155 Bishopsgate
London EC2M 3YB
England
Telecopier No.: 0207 012 9459

By Lorna Harding
Name: LORNA HARDING
Title: ASSOCIATE DIRECTOR

[Signature page to Trademark Collateral Agreement with International Decision Systems, Inc.]

TRADEMARK
REEL: 003062 FRAME: 0356

SCHEDULE A

Licensed Trademarks

None

SCHEDULE B

U.S. Registrations

<u>Trademark</u>	<u>Registration Number</u>	<u>Current Status</u>
CREDITLINE DFS	2,674,627	Registered
CREDITLINE PLUS	1,998,524	Registered
DESIGN (IDS LOGO)	2,586,474	Registered
DESIGN (IDS LOGO)	2,646,774	Registered
INFOANALYSIS	1,720,009	Registered
INFOLEASE (Stylized)	1,336,396	Registered
INTERNATIONAL DECISION SYSTEMS	2,650,248	Registered
INTERNATIONAL DECISION SYSTEMS	2,650,251	Registered
LEASEADVISOR	2,360,909	Registered
LEASEENTERPRISE	2,299,073	Registered
VEHICLELEASE	2,225,172	Registered
CREDITLINE	75/823,118 (application #)	Abandoned
CREDITMATCH	74/423,331 (application #)	Abandoned
DSI and Design	74/242,423 (application #)	Abandoned
INFO-ANALYSIS	73/493,277 (application #)	Abandoned
INFOLEASE XA (Stylized)	75/307,138 (application #)	Abandoned

Pending U.S. Applications

<u>Trademark</u>	<u>Application Number</u>	<u>Filing Date</u>
PROFINIA	78/360,307	01/30/2004
RAPPORT	76/404,256	05/07/2002

SCHEDULE C

Foreign Applications and Registrations

Registrations and Pending Applications: United Kingdom

<u>Trademark</u>	<u>Registration Number</u>	<u>Current Status</u>
DESIGN (IDS LOGO)	2249103	Registered
INTERNATIONAL DECISION SYSTEMS	2243440	Registered
DECISION SYSTEMS INFO- ANALYSIS	1357893 (application #)	Abandoned
DECISION SYSTEMS INFO- LEASE	1357894 (application #)	Abandoned

Registrations and Pending Applications: Australia

<u>Trademark</u>	<u>Registration Number</u>	<u>Current Status</u>
DESIGN (IDS LOGO)	853427	Registered
INFOLEASE (Stylized)	751616	Registered
INTERNATIONAL DECISION SYSTEMS	844242	Registered
RAPPORT	932794	Registered
PROFINIA	1000643 (application #)	Pending (filed 05/04/2004)
INFO-ANALYSIS	492778 (application #)	Abandoned
INFO-LEASE	492777 (application #)	Abandoned

Registrations and Pending Applications: Singapore

<u>Trademark</u>	<u>Registration Number</u>	<u>Current Status</u>
DESIGN (IDS LOGO)	T00/18712A	Registered
INTERNATIONAL DECISION SYSTEMS	T00/13720E	Registered
INTERNATIONAL DECISION SYSTEMS	T00/13721C	Registered
DESIGN (IDS LOGO)	T00/18713Z (application #)	Pending (filed 10/25/2000)
PROFINIA	T04/07136E (application #)	Pending (filed 05/06/2004)
PROFINIA	T04/07137C (application #)	Pending (filed 05/06/2004)
PROFINIA	T04/07138A (application #)	Pending (filed 05/06/2004)

Registrations and Pending Applications: Canada

<u>Trademark</u>	<u>Registration Number</u>	<u>Current Status</u>
INFOANALYSIS	TMA360402	Registered
INFO-LEASE	TMA363550	Registered
PROFINIA	1215501 (application #)	Pending (filed 05/03/2004)

Registrations and Pending Applications: Benelux

<u>Trademark</u>	<u>Registration Number</u>	<u>Current Status</u>
INFO-ANALYSIS (Stylized)	496016	Registered
INFO-LEASE (Stylized)	496013	Registered

Registrations and Pending Applications: France

<u>Trademark</u>	<u>Registration Number</u>	<u>Current Status</u>
INFO-ANALYSIS (Stylized)	1,639,657	Registered
INFO-LEASE (Stylized)	1,639,661	Registered

Registrations and Pending Applications: European Union

<u>Trademark</u>	<u>Registration Number</u>	<u>Current Status</u>
INFOLEASE (Stylized)	000548966	Registered
PROFINIA	3821014 (application #)	Pending (filed 05/06/2004)