

MODIFIED Form PTO-1594  
(Rev. 10/02)

**RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY**

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

To the Director of the U.S. Patent and Trademark Office: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):  
**Alias Systems Corp.**

Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-CANADA  
 Other \_\_\_\_\_

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

2. Name and address of receiving party(ies):  
**Canadian Imperial Bank of Commerce  
Commerce Court West  
3<sup>rd</sup> Floor  
Toronto, Ontario CANADA M5L 1A2**

Individual(s) Citizenship  
 Association  
 General Partnership  
 Limited Partnership  
 Corporation-State  
 Other - Chartered Bank of Canada  
 Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No

Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:

Assignment                       Merger  
 Security Agreement               Change of Name  
 Other \_\_\_\_\_

Execution Date: **9/23/2004**

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

A. Trademark Application No.(s)  
**78/273887**

Additional number(s) attached?  Yes  No

B. Trademark Registration No.(s)  
**2596870**

5. Name and address of party to whom correspondence concerning document should be mailed:  
**SUGHRUF MION, PLLC  
2100 Pennsylvania Avenue, N.W.  
Suite 800  
Washington, D.C. 20037-3213**

Attention: **Kevin G. Smith, Esq.**

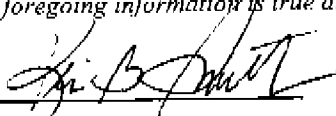
6. Total number of applications and registrations involved: **2**

7. Total fee (37 CFR 3.41): **\$65.00**  
 Enclosed. Please charge any underpayment in connection with this Assignment to Deposit Account No. 9-4880.  
 Authorized to be charged to deposit account

8. Deposit account number:  
**19-4880**  
(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.*

**Kevin G. Smith**  **April 5, 2005**  
Date

Total number of pages including cover sheet, attachments, and document: **41**

Mail documents to be recorded with required cover sheet information to:  
**MAIL STOP ASSIGNMENT RECORDATION SERVICES**  
Director of the U.S. Patent and Trademark Office  
P.O. Box 1450  
Alexandria, VA 22313-1450

CH \$80.00 194880 78273887

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

Intellectual Property Security Agreement dated as of September 23, 2004 (the "IP Agreement") made by and between **CANADIAN IMPERIAL BANK OF COMMERCE** (the "Bank") and **ALIAS SYSTEMS CORP.** (the "Debtor") pursuant to a credit agreement dated as of the date hereof among the Debtor, the Bank, Alias Systems Inc., Alias Systems (US) Holding Company and Alias Systems Inc. (as amended, restated, modified, supplemented or replaced from time to time, the "Credit Agreement").

### CONTEXT OF THIS AGREEMENT

A. Bank has agreed to make certain credit facilities available to Debtor upon the terms and subject to the conditions set forth in the Credit Agreement. All references to the Credit Agreement contained herein shall include all supplements, amendments, restatements and modifications thereto entered into from time to time.

B. Debtor has agreed to execute and deliver security to Bank, including without limitation, this IP Agreement as security for the payment and performance of all obligations and liabilities, present and future, direct or indirect, absolute or contingent, matured or unmatured, of Debtor to Bank, including without limitation under the Credit Agreement and all other loan, security, guarantee and other documents to which Debtor is a party (collectively, the "Loan Documents").

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

1. **Grant of Security Interest.** As collateral security for the prompt and complete payment and performance of all of Debtor's indebtedness, obligations and liabilities, present and future, direct or indirect, absolute or contingent, matured or unmatured, to Bank (hereinafter, the "Indebtedness"), including, without limitation, under the Credit Agreement and the other Loan Documents, Debtor hereby grants a first priority security interest in all of Debtor's registered and unregistered intellectual property (all of which shall collectively be called the "Intellectual Property"), including, without limitation, the following:

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

(b) Any and all trade secrets, and any and all property rights in computer software and computer software products, including source code and object code, now or hereafter acquired or held. Software means all computer programs and databases and portions of each of the foregoing owned by Debtor in whatever form and on whatever medium those programs or databases are expressed, fixed, embodied or stored from time to time, and the copyright therein including, without limitation, those set forth on **EXHIBIT "A"**. Software includes both the object code and the source code version of each such program and portions thereof and all corrections, updates, enhancements, translations, modifications, adaptations and new versions thereof together with both the media upon or in which such programs, databases and portions thereof are expressed, fixed, embodied or stored (such as disks, diskettes, tapes and semiconductor chips) and all flow charts, manuals, instructions, documentation and other material relating thereto;

*IP Security Agreement - Alias Systems Corp.*

(c) All patents, patent applications, like protections and inventions now or hereafter acquired or held including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same including, without limitation, the patents and patent applications set forth on **EXHIBIT "B"** attached hereto (collectively, the "**Patents**");

(d) Any trademark and service mark rights, slogans, trade dress, and trade names, internet domain names, registered or not, applications to register and registrations of the same and like protections (excluding any intent to use filings) now or hereafter acquired or held, and the entire goodwill of the business of Debtor associated therewith including, without limitation, those set forth on **EXHIBIT "C"** attached hereto (collectively the "**Trademarks**");

(e) Any and all industrial design rights which may be available to Debtor now or hereafter acquired or held including, without limitation, those set forth on **EXHIBIT "D"** attached hereto (collectively, the "**Designs**");

(f) All licenses or other rights to use any of the Copyrights, Patents, software, Designs, Trademarks, trade secrets and all license fees and royalties due and/or payable to Debtor arising from such use to the extent permitted by such license or rights including, without limitation, those set forth on **EXHIBIT "E"** attached hereto;

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

(h) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents or Designs; and

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

2. **Exception Regarding Last Day.** The last day of the term of each license granted to Debtor pursuant to any license agreement shall be excepted from this IP Agreement and shall not form part of the Intellectual Property. Debtor shall stand possessed of that day in trust to assign and dispose of it as Bank directs.

3. **Authorization and Request.** Debtor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks record this IP Agreement.

4. **Covenants and Warranties.** Debtor represents, warrants, covenants and agrees as follows:

(a) Except for Permitted Liens (as defined in the Credit Agreement), Debtor is now the sole owner of the entire right, title and interest in the Intellectual Property, except for: (i) non-exclusive licenses granted by Debtor to its customers in the ordinary course of business, and (ii) those rights licensed from third parties.

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

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

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

(e) Debtor shall promptly advise Bank of any material adverse change in the composition of the Intellectual Property;

(f) Debtor shall promptly advise Bank of any right, title or interest the Debtor acquires in or to any Trademark, Patent, Copyright or Design after the date hereof;

(g) Debtor shall (i) protect, defend and maintain the validity and enforceability of the Trademarks, Patents, Copyrights, Designs and each item of the Intellectual Property, (ii) use its best efforts to detect infringements of the Trademarks, Patents, Copyrights or Designs thereof and promptly advise Bank in writing of infringements detected and (iii) not allow any item of the Intellectual Property to become abandoned, forfeited or dedicated to the public, or cease to use (whereby "use" is defined by the relevant trademark legislation and common law) any of the trademarks without the prior written consent of Bank, which consent shall not be unreasonably withheld, except where abandonment, forfeiture, dedication to the public or cessation of use shall have no material adverse effect on the business, properties, prospects or condition of the Debtor.

(h) If requested by Bank, Debtor shall promptly register the most recent version of any of Debtor's Copyrights if not so already registered, and shall, from time to time, execute and file such other instruments, and take such further actions as Bank may reasonably request from time to time to perfect or continue the perfection of Bank's interest in the Intellectual Property;

(i) This IP Agreement creates and, in the case of any of the Intellectual Property created, acquired or held by the Debtor after the date of this IP Agreement ("**After-Acquired Intellectual Property**"), this IP Agreement will create, at the time Debtor first has rights in such After-acquired Intellectual Property, in favor of Bank, except for Permitted Liens, a valid first priority security interest in the Intellectual Property in the United States and Canada securing the payment and performance of the obligations evidenced by the Credit Agreement and, within 30 days of the date of this agreement or the date upon which Debtor creates, acquires or holds the Intellectual Property or the After-acquired Intellectual Property, as the case may be, Debtor shall file, or cause to be filed, any and all instruments necessary to perfect Debtor's right, title and interest in the Intellectual Property and to execute and file, or cause to be executed and filed, any and all instruments necessary to perfect Bank's security interest therein;

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

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

(l) Debtor shall not enter into any agreement that would materially impair or conflict with Debtor's obligations hereunder without Bank's prior written consent, which consent shall not be unreasonably withheld. Debtor shall not permit the inclusion in any material contract to which it becomes a party of any provisions that could or might in any way prevent the creation of a security interest in favour of the Bank in Debtor's rights and interest in any property included within the definition of the Intellectual Property acquired under such contracts; and

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

5. **Bank's Rights.** Bank shall have the right, but not the obligation, to take, at Debtor's sole expense, any actions that Debtor is required under this IP Agreement to take but which Debtor fails to take, after five (5) Business Days' notice by Bank to Debtor. Debtor shall reimburse and indemnify Bank for all reasonable costs and reasonable expenses incurred in the reasonable exercise of its rights under this section 5.

6. **License Agreements.** The security interest or assignment granted hereunder shall not extend or apply to any right, title or interest of Debtor under any present or future license agreements pursuant to which the Debtor is a licensee, to the extent such license agreements prohibit such a security interest or assignment from being granted without the consent or approval of another person as specified in such agreement and the security interest or assignment granted hereunder shall only apply upon such consent or approval being obtained, but the Debtor shall hold its interest therein in trust for the benefit of the Bank and shall grant a security interest to the Bank forthwith upon obtaining the consent of the other party thereto.

7. **Further Assurances; Attorney in Fact.**

(a) On a continuing basis, but subject to Section 10, Debtor will, subject to any prior licenses, liens and restrictions and prospective licenses, make, execute, acknowledge and deliver and file and record in the proper filing and recording places in the United States and Canada, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the Canadian Intellectual Property Office and the United States Patent and Trademarks Office and the Register of Copyrights and take all such action as may reasonably be deemed necessary or advisable, or as requested by Bank, to perfect Bank's security interest in all Copyrights, Patents, Trademarks and Designs, and otherwise to carry out the intent and purposes of this IP Agreement, or for assuring and confirming to Bank the grant or perfection of a security interest in all Intellectual Property.

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

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

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

8. **Default.** The making by the Bank of any demand for repayment of the Indebtedness or the occurrence of a Event of Default (as defined in the Credit Agreement) shall constitute a "Default" under this IP Agreement.

9. **Remedies.** Upon a Default, Bank shall have the right to exercise all the remedies of a secured party under the *Personal Property Security Act* (Ontario) (the "PPSA") including, without limitation, acceleration of the indebtedness, the right to require Debtor to assemble the Intellectual Property and any tangible property in which Bank has a security interest and to make it available to Bank at a place designated by Bank. Bank shall have a nonexclusive, royalty free license to use the Copyrights, Patents and Trademarks to the extent reasonably necessary to permit Bank to exercise its rights and remedies upon the occurrence of a Default. Debtor will pay any expenses (including reasonable legal and attorney's fees) incurred by Bank in connection with the exercise of any of Bank's rights hereunder, including without limitation any expense incurred in disposing of the Intellectual Property. All of Bank's rights and remedies with respect to the Intellectual Property shall be cumulative.

10. **Appointment of Receiver.** Upon a Default, Bank may appoint or reappoint by instrument in writing, any person or persons, whether an officer or officers or an employee or employees of Bank or not, to be a receiver or receivers (hereinafter called a "Receiver", which term when used herein shall include a receiver and manager) of Intellectual Property (including any proceeds) and may remove any Receiver so appointed and appoint another in its stead. Any such Receiver shall, so far as concerns responsibility for its acts, be deemed the agent of Debtor and not of Bank, and Bank shall not be in any way responsible for any misconduct, negligence, or non-feasance on the part of any such Receiver, its servants, agents or employees. Subject to the provisions of the instrument appointing it, any such Receiver shall have power to take possession of Intellectual Property, to preserve Intellectual Property or its value and to sell, license or otherwise dispose of or concur in selling, licensing or other disposing of Intellectual Property. To facilitate the foregoing powers, any such Receiver may, to the exclusion of all others including Debtor, enter upon, use and occupy all premises owned or occupied by Debtor wherein Intellectual Property may be situated, maintain Intellectual Property upon such premises, borrow money on a secured or unsecured basis and use Intellectual Property as security for loans or advances as such Receiver shall, in its discretion, determine. Except as may be otherwise directed by Bank, all money received from time to time by such Receiver in carrying out its appointment shall be received in trust for and paid over to Bank. Every such Receiver may, in the discretion of the Bank, be vested with all and any of the rights and powers of Bank.

11. **Exercise of Rights by Bank.** Upon a Default, Bank may, either directly or through its nominees, exercise any or all of the powers and rights given to a Receiver by virtue of Section 10

12. **Taking Possession of Intellectual Property.** Upon a Default, Bank may take possession of, collect, demand, sue on, enforce, recover and receive Intellectual Property and give valid and binding

receipts and discharges therefor and in respect thereof, and, Bank may sell, license or otherwise dispose of Intellectual Property in such manner at such time or times and place or places, for such consideration and upon such terms and conditions as the Bank may deem reasonable.

13. **Rights and Remedies of Bank under the PPSA.** In addition to those rights granted herein and in any other agreement now or hereafter in effect between Debtor and Bank and in addition to any other rights Bank may have at law or in equity, Bank shall have, after a Default, all rights and remedies of a secured party under the PPSA provided always, that Bank shall not be liable or accountable for any failure to exercise its remedies, take possession of, collect, enforce, realize, sell, license or otherwise dispose of the Intellectual Property or to institute any proceedings for such purposes. Furthermore, Bank shall have no obligation to take any steps to preserve rights against prior parties to any Instrument (as defined in the PPSA) or Chattel Paper (as defined in the PPSA) whether the Intellectual Property or proceeds and whether or not in Bank's possession and shall not be liable or accountable for failure to do so.

14. **Cooperation of Debtor with respect to Taking Possession.** Debtor acknowledges that, upon a Default, Bank or any Receiver appointed by it may take possession of Intellectual Property wherever it may be located and by any method permitted by law and Debtor agrees upon request from Bank or any such Receiver to assemble and deliver possession of Intellectual Property at such place or places as directed.

15. **Costs.** Debtor agrees to pay all cost, charges and expenses reasonably incurred by Bank or any Receiver appointed by it, whether directly or for services rendered (including reasonable legal counsels' and auditors' costs and other legal expenses and Receiver remuneration), in operating Debtor's accounts, in preparing or enforcing this IP Agreement, taking and maintaining custody of, preserving, registering, licensing, preparing for disposition and disposing of Intellectual Property and in enforcing or collecting the Indebtedness and all such costs, charges and expenses, together with any amounts owing as a result of any borrowing by Bank or any Receiver appointed by it, as permitted hereby, shall be a first charge on the proceeds of realization, collection or disposition of Intellectual Property and shall be secured hereby.

16. **Notice of Sale.** Bank will give Debtor such notice, if any, of the date, time and place of any public sale or of the date after which any private disposition of Intellectual Property is to be made, as may be required by the PPSA.

17. **Reassignment.** At such time as Debtor shall completely satisfy all of the obligations secured hereunder or Section 26 shall apply, Bank shall execute and deliver to Debtor all deeds, assignments, and other instruments as may be necessary or proper to reinvest in Debtor full title to the property assigned hereunder, subject to any disposition thereof which may have been made by Bank pursuant hereto.

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

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

20. **Survival and Reliance.** All representations and warranties of Debtor made in this IP Agreement or in any certificate or other document delivered by or on behalf of Debtor for the benefit of

Bank are material and shall continue without time limit. Bank shall be deemed to have relied upon each such representation and warranty despite any investigation Bank may have made.

21. **License/Assignment of Intellectual Property.** For the purpose of enabling Bank or any Receiver to exercise the rights and remedies under Sections 9, 10 and 13 (including without limiting the terms of Sections 9, 10 and 13, in order to take possession of, hold, preserve, process, assemble, prepare for sale, market for sale, sell or otherwise dispose of the Intellectual Property) at and for such time as Bank shall be lawfully entitled to exercise such rights and remedies, Debtor shall grant to Bank, for the benefit of Bank, an irrevocable, non-exclusive license (exercisable without payment of royalty or other compensation to Debtor) to use, license or sublicense any of the Intellectual Property now owned or hereafter acquired by Debtor, and wherever the same may be located, and included in such license access to all media in which any of the licensed items may be recorded or stored and to all computer software and programs used for the compilation or printout thereof. In addition, upon receiving written demand from Bank after a Default has occurred, Debtor shall assign the Intellectual Property to whomever Bank directs, including to Bank.

22. **Debtor Remains Liable.** Notwithstanding any other provision in this IP Agreement, Debtor shall remain liable under all license agreements under which the Debtor is licensor. Debtor shall perform all of its duties and obligations thereunder just as if this IP Agreement had not been executed. Debtor shall not be released from any of its duties or obligations under such license agreement by the exercise of any rights by Bank. Bank shall not have any obligations or liability under such license agreements by reason of this IP Agreement, nor shall Bank be obliged to perform any of the obligations or duties of Debtor thereunder or to take any action to collect or enforce any claim for payment assigned hereunder. The rights and powers conferred on Bank hereunder are solely to protect its interest in the Intellectual Property and shall not impose any duty upon it to exercise any such powers.

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

24. **Law and Jurisdiction.** This IP Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

25. **Confidentiality.** All information (other than periodic reports filed by Debtor with any securities commission or regulatory authority) disclosed by Debtor to Bank in writing or through inspection pursuant to this IP Agreement that is marked confidential shall be considered confidential. Bank agrees to use the same degree of care to safeguard and prevent disclosure of such confidential information as Bank uses with its own confidential information, but in any event no less than a reasonable degree of care. Bank shall not disclose such information to any third party (other than Bank's attorneys, counsel, governmental regulators, and auditors, or to Bank's subsidiaries and affiliates for the purposes of evaluating Bank's rights under this IP Agreement, subject to the same confidentiality obligation set forth herein) and shall use such information only for purposes of evaluation of its investment in Debtor and the exercise of Bank's rights and the enforcement of its remedies under this IP Agreement and the other Loan Documents. The obligations of confidentiality shall not apply to any information that (a) was known to the public prior to disclosure by Debtor under this IP Agreement, (b) becomes known to the public through no fault of Bank, (c) is disclosed to Bank by a third party having a legal right to make such disclosure, or (d) is independently developed by Bank. Notwithstanding the foregoing, Bank's agreement of confidentiality shall not apply if Bank has acquired indefeasible title to any item of the Intellectual Property or in connection with any enforcement or exercise of Bank's rights and remedies under this IP Agreement following a Default, including the enforcement of Bank's security interest in the Intellectual Property.



26. **Termination of this IP Agreement.** Upon termination of all rights of Debtor to receive any additional credit from Bank and fulfillment and repayment by Debtor of its obligations, indebtedness and liabilities to the Bank (including, without limitation, all obligations, indebtedness and liabilities under the Credit Agreement and the Loan Documents) this IP Agreement shall become fully ended and terminated and all right, title and interest in and in respect of the Intellectual Property secured by Debtor hereunder shall be released and all covenants and agreements of Debtor hereunder shall be at an end and Bank shall, upon written request of Debtor and at the expense of Debtor, execute such instruments and other documents and give such notifications or assurances as may be necessary to fully release, cancel and discharge this IP Agreement in the circumstances.

27. **Amalgamation.** Debtor acknowledges and agrees that, in the event it amalgamates with any other company or companies, it is the intention of the parties hereto that the security interests created hereby (a) shall extend to the Intellectual Property owned by each of the amalgamating companies and the amalgamated company at the time of amalgamation and to any Intellectual Property thereafter owned or acquired by the amalgamated company, such that the term "**Debtor**" when used herein would apply to each of the amalgamating companies and the amalgamated company and (b) shall secure the indebtedness of each of the amalgamating companies and the amalgamated company to Bank at the time of amalgamation and any indebtedness of the amalgamated company to Bank thereafter arising. The security interest shall attach to the additional Intellectual Property at the time of amalgamation and to any Intellectual Property owned or acquired by the amalgamated company when such becomes owned or is acquired.

28. **Attachment.** The Security Interest created hereby is intended to attach when this IP Agreement is signed by Debtor and delivered to Bank.

29. **Acknowledgment.** Debtor hereby acknowledges receipt of a copy of this IP Agreement.

30. **Registration of IP Agreement.** Debtor hereby acknowledges that Bank may register a copy of this IP Agreement or notice thereof. Debtor shall cooperate with and assist Bank, as requested by Bank, with respect to any registrations or notice registrations of or relating to this IP Agreement which Bank deems appropriate.

31. **Severability of Provisions.** Each provision of this IP Agreement shall be severable from every other provision of this IP Agreement for the purpose of determining the legal enforceability of any specific provision.

32. **Successors and Assigns.** This IP Agreement shall bind and enure to the benefit of the respective successors and permitted assigns of each of the parties.

33. **Conflict.** In the event that there is any conflict or inconsistency between the provisions contained in this IP Agreement and the provisions contained in the Credit Agreement, the provisions of the Credit Agreement shall prevail over and shall override the provisions contained in this IP Agreement to the extent of such conflict or inconsistency; provided however, that the fact that one agreement addresses a subject matter that is not addressed in the other agreement shall not be deemed to be a conflict or inconsistency.

IN WITNESS WHEREOF the parties have executed this IP Agreement as of the day and year written above.

**ALIAS SYSTEMS CORP.**

Per:



Name: JOANNE RENELL

Title: VICE PRESIDENT AND SECRETARY

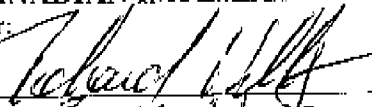
Name:

Title:

I/We have the authority to bind the Corporation

**CANADIAN IMPERIAL BANK OF COMMERCE**

Per:



Name: RICHARD WELLS

Title: MGR

Name:

Title:

I/We have the authority to bind the Bank

**EXHIBIT "A"**  
**COPYRIGHTS**

**SEE ATTACHED**

Waived

**SCHEDULE 3.18**  
**Intellectual Property**

(b)

Set forth below is a list of all U.S. and foreign registrations and applications for registration of Intellectual Property owned by or under the direct or indirect control of SGI or any of its Affiliates that was acquired, created or developed primarily by or for the Business.

**U. S. Copyrights**

Copyright Number	Date of Registration	Title of Work
TX 4-787-524	November 17, 1998	Maya
TX 5-222-346	January 23, 2001	Maya 2.0
TX 5-222-347	January 23, 2001	Maya 2.5
TX 5-222-345	January 23, 2001	Maya 2.5.2
TX 5-222-344	January 23, 2001	Maya 3.0
TX u-739-186	October 21, 1996	Power animator
TX 3-639-426	April 28, 1994	Advanced visualizer 4.0
TX 3-639-425	April 28, 1994	Explore 3.02

**Canadian Copyright**

Copyright Number	Date of Registration	Title of Work
474690	January 12, 1999	Maya

**EXHIBIT "B"**  
**PATENTS**

**SEE ATTACHED**

Worldwide Patents

Doc No.	Title	Status	Country	Filed Date	Serial No.	Filed	Inventor
<b>User Interface Patents</b>							
286.00	METHOD AND SYSTEM OF CONTROLLING MENUS WITH RADIAL AND LINEAR PORTIONS	Granted	U.S.	6-Jun-95		5689667	KURTENBACH, GORDON
286.00 DE	METHOD AND SYSTEM OF CONTROLLING MENUS WITH RADIAL AND LINEAR PORTIONS	Pending	Germany	6-Jun-96	US96/10069		KURTENBACH, GORDON
286.00 JP	METHOD AND SYSTEM OF CONTROLLING MENUS WITH RADIAL AND LINEAR PORTIONS	Pending	Japan	6-Jun-96	US96/10069		KURTENBACH, GORDON
286.51	METHOD AND APPARATUS FOR PRODUCING, CONTROLLING AND DISPLAYING MENUS	Granted	U.S.	1-Apr-97		5926178	KURTENBACH, GORDON
286.51 AUS	METHOD AND APPARATUS FOR PRODUCING, CONTROLLING AND DISPLAYING MENUS	Pending	Australia	6-Jun-96	96/62734	5926178	KURTENBACH, GORDON
286.51 DE	METHOD AND APPARATUS FOR PRODUCING, CONTROLLING AND DISPLAYING MENUS	Pending	Germany	6-Jun-96	19681428		KURTENBACH, GORDON
286.51 JP	METHOD AND APPARATUS FOR PRODUCING, CONTROLLING AND DISPLAYING MENUS	Pending	Japan	6-Jun-96	96/507185		KURTENBACH, GORDON
286.52	METHOD AND APPARATUS FOR PRODUCING, CONTROLLING AND DISPLAYING MENUS	Granted	U.S.	8-Mar-99		6618063	KURTENBACH, GORDON
286.5251	METHOD AND APPARATUS FOR PRODUCING, CONTROLLING AND DISPLAYING MENUS	Pending	U.S.	3-Jul-03	10/611960		KURTENBACH, GORDON

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Doc. No.	Title	Status	Country	Pub. Date	Serial No.	Parent	Inventor
<b>User Interface Patents</b>							
286.53	METHOD AND APPARATUS FOR PRODUCING, CONTROLLING AND DISPLAYING MENUS	Pending	U.S.	03-Jul-03			
287.00	CLICKAROUND TOOL-BASED GRAPHICAL INTERFACE WITH TWO CURSORS	Granted	U.S.	4-Aug-95		5666499	BAUDEL, THOMAS BUXTON, WILLIAM A.S. FITZMAURICE, GEORGE HARRISON, BEVERLY KURTENBACH, GORDON OWEN, RUSS L.N.
288.00	SYSTEM FOR EDITING TIME-BASED TEMPORAL DIGITAL MEDIA INCLUDING A POINTING DEVICE TOGGING BETWEEN TEMPORAL AND TRANSLATION-ROTATION MODES	Granted	U.S.	4-Aug-95		5790769	BUXTON, WILLIAM A.S. FITZMAURICE, GEORGE
288.01	USER INTERFACE SYSTEM AND METHOD FOR CONTROLLING PLAYBACK OF TIME-BASED TEMPORAL DIGITAL MEDIA	Granted	U.S.	19-Jun-98		6191784	BUXTON, WILLIAM A.S. FITZMAURICE, GEORGE
292.51	GRAPHICAL USER INTERFACE FOR DEFINING AND INVOKING USER-CUSTOMIZED TOOL SHELF EXECUTION SEQUENCE	Granted	U.S.	6-Oct-97		5867163	KURTENBACH, GORDON
312.00	GRAPHICAL USER INTERFACE WITH OPTIMAL TRANSPARENCY THRESHOLDS FOR MAXIMIZING USER PERFORMANCE AND SYSTEM EFFICIENCY	Granted	U.S.	18-Apr-96		6118427	BUXTON, WILLIAM A.S. HARRISON, BEVERLY VICENTE, E M J.
313.51	GRAPHICAL USER INTERFACE WITH ANTI-INTERFERENCE OUTLINES FOR ENHANCED VARIABLY-TRANSPARENT APPLICATIONS	Granted	U.S.	25-Nov-97		6317128	BUXTON, WILLIAM A.S. HARRISON, BEVERLY ZHAI, SHU-MIN

Doc. No.	Title	Status	Country	File Date	Serial No.	Patent No.	Inventor
<b>User Interface Patents</b>							
385.00	THREE DIMENSIONAL INPUT SYSTEM USING TILT	Granted	U.S.	22-Aug-96		6115028	BALAKRISHNAN, RAVIN BAUDEL, THOMAS FITZMAURICE, GEORGE KURTENBACH, GORDON
386.00	DRAWING SYSTEM USING DESIGN GUIDES	Granted	U.S.	2-Aug-96		6377240	BAUDEL, THOMAS BUXTON, WILLIAM A.S. FITZMAURICE, GEORGE KURTENBACH, GORDON LIEPA, PETER E. TAPPAN, CHARLES T.
386.51	DRAWING SYSTEM USING DESIGN GUIDES	Pending	U.S.	15-Mar-99			BAUDEL, THOMAS BUXTON, WILLIAM A.S. FITZMAURICE, GEORGE KURTENBACH, GORDON LIEPA, PETER E. TAPPAN, CHARLES T.
392.00	TEMPORAL DATA CONTROL SYSTEM	Granted	U.S.	22-Aug-96		5973669	BUXTON, WILLIAM A.S. FITZMAURICE, GEORGE
482.00	EDITING A SURFACE	Granted	U.S.	18-Apr-97		6130673	
522.00	A SYSTEM FOR MAINTAINING ORIENTATION OF A USER INTERFACE AS A DISPLAY CHANGES ORIENTATION	Granted	U.S.	30-Sep-97		6115025	BELL, JEFFREY A. BUXTON, WILLIAM A.S.
0522.00 REI	A SYSTEM FOR MAINTAINING ORIENTATION OF A USER INTERFACE AS A DISPLAY CHANGES ORIENTATION	Pending	U.S.	4-Sep-02	10/233679		BELL, JEFFREY A. BUXTON, WILLIAM A.S.
698.00	SYSTEM FOR ACCESSING A LARGE NUMBER OF MENU ITEMS USING A ZONED MENU BAR	Granted	U.S.	21-Jul-98		6414700	FITZMAURICE, GEORGE KURTENBACH, GORDON
698.51	SYSTEM FOR ACCESSING A LARGE NUMBER OF MENU ITEMS USING A ZONED MENU BAR	Pending	U.S.	24-Jun-02			KURTENBACH, GORDON FITZMAURICE, GEORGE
828.00	DIGITAL TAPE DRAWING SYSTEM	Granted	U.S.	24-Sep-99		6642927	BALAKRISHNAN, RAVIN BUXTON, WILLIAM A.S. FITZMAURICE, GEORGE KURTENBACH, GORDON



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Doc#	Title	Status	Country	Filed Date	Pub No	Inventor
828.51	DIGITAL TAPE DRAWING SYSTEM	Pending	U.S.	11-Aug-03		BALAKRISHNAN, RAVIN BUXTON, WILLIAM A.S. FITZMAURICE, GEORGE KURTENBACH, GORDON
1031.00	A SYSTEM FOR CREATING AND MODIFYING CURVES AND SURFACES	Pending	U.S.	31-Mar-00	081539872	BALAKRISHNAN, RAVIN FITZMAURICE, GEORGE KURTENBACH, GORDON SINGH, KARAN S.
1038.00	A SYSTEM FOR DYNAMICALLY MAPPING INPUT DEVICE MOVEMENT AS A USER'S VIEWPOINT CHANGES.	Pending	U.S.	28-Apr-00	09/560869	BALAKRISHNAN, RAVIN KURTENBACH, GORDON
1077.00	THREE DIMENSIONAL VOLUMETRIC DISPLAY INPUT AND OUTPUT CONFIGURATIONS	Pending	U.S.	28-Jun-02	10/183970	BALAKRISHNAN, RAVIN FITZMAURICE, GEORGE KURTENBACH, GORDON
1077.00	THREE DIMENSIONAL VOLUMETRIC DISPLAY INPUT AND OUTPUT CONFIGURATIONS	Pending	PCT	27-Jan-03	US 03/02341	BALAKRISHNAN, RAVIN FITZMAURICE, GEORGE KURTENBACH, GORDON
1078.00	VOLUME MANAGEMENT FOR VOLUMETRIC DISPLAYS.	Pending	U.S.	28-Jun-02	10/183966	BALAKRISHNAN, RAVIN FITZMAURICE, GEORGE KURTENBACH, GORDON
1079.00	2D GRAPHICAL WIDGETS DISPLAYED AND OPERABLE ON THE SURFACE OF VOLUMETRIC DISPLAY ENCLOSURES	Pending	U.S.	28-Jun-02	10/183945	BALAKRISHNAN, RAVIN FITZMAURICE, GEORGE KURTENBACH, GORDON
1080.00	GRAPHICAL USER INTERFACE WIDGETS VIEWABLE AND READABLE FROM MULTIPLE VIEWPOINTS IN A VOLUMETRIC DISPLAY	Pending	U.S.	28-Jun-02	10/183968	BALAKRISHNAN, RAVIN FITZMAURICE, GEORGE KURTENBACH, GORDON
1081.00	PHYSICAL ROTATION OF	Pending	U.S.	28-Jun-02	10/188765	BALAKRISHNAN, RAVIN FITZMAURICE, GEORGE

Doc#	Title	Status	Country	File Date	Serial No.	Patent	Inventor
	<b>User Interface Patents</b>						KURTENBACH GORDON
1082.00	VOLUMETRIC DISPLAY ENCLOSURES TO FACILITATE VIEWING	Pending	U.S.	28-Jun-02	10/183944		BALAKRISHNAN, RAVIN FITZMAURICE, GEORGE KURTENBACH, GORDON
1157.00	TECHNIQUES FOR POINTING TO LOCATIONS WITHIN A VOLUMETRIC DISPLAY	Pending	U.S.	3-Dec-01	09/998919		LIPKA, ANNA MAILLOT, JEROME KHAN, AZAM
1175.00	DYNAMICALLY ADJUSTED BRUSH FOR DIRECT PAINT SYSTEMS ON PARAMETERIZED MULTI-DIMENSIONAL SURFACES	Pending	U.S.	28-Jun-02	10/183432		KHAN, AZAM
1184.00	A PUSH-TUMBLE THREE DIMENSIONAL NAVIGATION SYSTEM	In Draft	U.S.				BALAKRISHNAN, RAVIN BUXTON, WILLIAM FITZMAURICE, GEORGE KURTENBACH, GORDON
1261.00	USER INTERFACE TOOL AND LAYER MANAGEMENT BASED ON PROXIMITY AWARENESS	Pending	U.S.	28-Jul-03			SCHRAG, JOSEPH V. WATANABE, STEVEN T.
1281.00	A 3D SCENE ORIENTATION INDICATOR SYSTEM WITH SCENE ORIENTATION CHANGE CAPABILITY	Pending	U.S.	5-Nov-02	10/287816		KHAN, AZAM FITZMAURICE, GEORGE KURTENBACH, GORDON BURTNYK, NICOLAS BALAKRISHNAN, RAVIN
1314.00	STYLECAM: INTERACTIVE STYLIZED 3D NAVIGATION USING INTEGRATED TEMPORAL AND SPATIAL CONTROLS	Pending	U.S.	12-Dec-03		N/A	BUXTON, WILLIAM
1317.00	SPLIT USER INTERFACE	Pending	U.S.	13-Dec-03		N/A	MAILLOT, JEROME
	ACCELERATED RAY-OBJECT INTERSECTION	Pending	U.S.				

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Doc No.	Title	Status	Country	File Date	Serial No.	Patent	Inventor
1325.00	TRACKING MENU SYSTEM (filed as umbrella provisional incorporates 1339.00 & 1340.00 - see remarks)	Pending	U.S.	15-Oct-03			FITZMAURICE, GEORGE
1328.00	UNIVERSAL COMPUTER GRAPHICS IMAGERY MANIPULATOR	Open	U.S.				SCHRAG, JOHN
1329.00	BIOMECHANICAL USER INTERFACE WIDGETS (filed as prov. under 1338.00 umbrella provisional - see remarks)	Pending	U.S.	8-Jan-03	60/438499		FITZMAURICE, GEORGE KURTENBACH, GORDON
1332.00	LAYER EDITOR USER INTERFACE DESIGNED FOR PEN-BASED INPUT SYSTEMS *filed as provisional under 1338.00 umbrella provisional - see remarks*	Pending	U.S.	31-Dec-03	60/438499		FITZMAURICE, GEORGE KURTENBACH, GORDON MILLER, LYNN DIVITTORIO, JOE
1333.00	A PEN BASED DESIGN FOR OPTIMAL SELECTION OF COMMANDS (filed as provisional under umbrella prov 1338.00 - see remarks)	Pending	U.S.	31-Dec-03	60/438499		FITZMAURICE, GEORGE KURTENBACH, GORDON
1334.00	ONE STEP WIRELESS COMMUNICATION FOR PEN-BASED INPUT SYSTEM			20-Nov-02			
1338.00 PRV	USER INTERFACE TECHNIQUES FOR PEN-BASED COMPUTERS *incorporates 1332.00, 1333.00, 1329.00) see remarks*	Pending	U.S.	8-Jan-03	60/438499		FITZMAURICE, GEORGE KURTENBACH, GORDON MILLER, LYNN DIVITTORIO, JOE
1338.00 PCT	USER INTERFACE TECHNIQUES FOR PEN-BASED COMPUTERS	Pending	PCT	7-Jan-04			FITZMAURICE, GEORGE KURTENBACH, GORDON MILLER, LYNN DIVITTORIO, JOE
1339.00	COMBINED PAN AND ZOOM TOOL USING TRACKING MENU TECHNOLOGY	Pending	U.S.	15-Oct-03			FITZMAURICE, GEORGE PIEKE, ROBERT

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Docket No.	File No.	Status	Country	File Date	Serial No.	Parent	Inventor
<b>User Interface Patents</b>							
	(filed as prov under 1325.00 provisional appl - see remarks)						
1340.00	VIRTUAL PENMOUSE WIDGET USING TRACKING MENU TECHNOLOGY (filed as provisional under umbrella prov. 1325.00 - see remarks)	Pending	U.S.	15-Oct-03			FITZMAURICI, GEORGE KURTENBACI, GORDON PIEKE, ROB BUXTON, WILLIAM A.S.
1377.00	REMOTE CONTROL INTERFACE FOR PEN-BASED LARGE DISPLAYS			18-Jul-03			

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Doc#	Title	Status	Country	Filed Date	Serial No.	Patent No.	Inventor
290.00	VOLUME-BASED FREE-FORM DEFORMATION WEIGHTING	Granted	U.S.	7-Aug-95		5796400	ATKINSON, JAMES R. BALENTS, BARBARA M.
291.00	SYSTEM AND METHOD FOR DEFORMING OBJECTS USING DELTA FREE-FORM DEFORMATION	Granted	U.S.	7-Aug-95		5818452	ATKINSON, JAMES R. BALENTS, BARBARA M.
311.00	METHOD FOR SIMULATING HAIR USING PARTICLE EMISSIONS	Granted	U.S.	2-Jan-96		5777619	BRINSMEAD, DUNCAN
311.00	METHOD FOR SIMULATING HAIR USING PARTICLE EMISSIONS	Granted	U.K.	31-Dec-96		2310578	BRINSMEAD, DUNCAN
319.00	SYSTEM AND METHOD FOR GENERATING HAIR USING TEXTURED FUZZY SEGMENTS IN A COMPUTER GRAPHICS SYSTEM	Granted	U.S.	1/2/96		5764233	BRINSMEAD, DUNCAN STAM, JOS
319.00	SYSTEM AND METHOD FOR GENERATING HAIR USING TEXTURED FUZZY SEGMENTS IN A COMPUTER GRAPHICS SYSTEM	Granted	U.K.	1/2/97		2308961	BRINSMEAD, DUNCAN STAM, JOS
319.00	SYSTEM AND METHOD FOR GENERATING HAIR USING TEXTURED FUZZY SEGMENTS IN A COMPUTER GRAPHICS SYSTEM	Abandoned	Japan	12/30/96	96/358405		BRINSMEAD, DUNCAN STAM, JOS
319.00	SYSTEM AND METHOD FOR GENERATING HAIR USING TEXTURED FUZZY SEGMENTS IN A COMPUTER GRAPHICS SYSTEM	Abandoned	Germany	12/31/96	19654807		BRINSMEAD, DUNCAN STAM, JOS

Patent No.	Class	Title	Status	Country	Issue Date	Pub No.	Inventors
330.00		SYSTEM ANALYTIC MOTION BLUR COVERAGE IN THE GENERATION OF COMPUTER GRAPHICS IMAGERY	Granted	U.S.	15-Apr-96	5809219	PEARCE, ANDREW P. SUNG, KELVIN H.C.
330.51		ANALYTIC MOTION BLUR COVERAGE IN THE GENERATION OF COMPUTER GRAPHICS IMAGERY	Granted	U.S.	8-Apr-98	6211882	PEARCE, ANDREW P. SUNG, KELVIN H.C.
361.00		MANIPULATION OF GRAPHIC STRUCTURES USING INVERSE KINEMATICS	Granted	U.S.	31-Jul-96	5847716	HASHIMOTO, ROY
383.00		MANIPULATION OF GRAPHIC STRUCTURES	Pending	U.S.	24-May-96		ZHAO, JIANMIN
384.00		MANIPULATION OF BRANCHING GRAPHIC STRUCTURES USING INVERSE KINEMATICS	Granted	U.S.	31-Jul-96	5889528	ZHAO, JIANMIN
388.00		METHOD, SYSTEM AND COMPUTER PROGRAM PRODUCT FOR UPDATING TEXTURE WITH OVERSCAN	Granted	U.S.	7-Mar-97	6037948	LIEPA, PETER E.
389.00		CURVE NETWORK MODELING	Granted	U.S.	2-Aug-96	6639592	DAYANAND, SRIRAM RICE, RICHARD E.
390.00		CURVES AND SURFACES MODELING BASED ON A CLOUD OF POINTS	Granted	U.S.	24-Dec-97	6253164	RICE, RICHARD E. ROHM, NIKI RUTH
393.00		AUTOMATIC GENERATION OF TRANSITIONS BETWEEN MOTION CYCLES IN AN ANIMATION	Granted	U.S.	28-Mar-97	5999195	SANTANG ELI, PETER
482.00		EDITING A SURFACE	Granted	U.S.	18-Apr-97	6130673	LOUNSBERRY, MICHAEL PULLI, KARI A.
517.00		BOOLEAN OPERATIONS FOR SUBDIVISION SURFACES	Granted	U.S.	30-Sep-98	6307555	LEE, EUGENE T.

Doc No	Title	Status	Country	File Date	Serial No	Patent	Inventor
<b>Graphics Patents</b>							
519.00	CURVE GENERATION FOR COMPUTER GRAPHICS	Granted	U.S.	29-Apr-97		6268871	MCPHEETERS, CRAIG W. RICE, RICHARD E.
569.00	SYSTEM AND METHOD FOR PERFORMING HIGH-PRECISION, MULTI-CHANNEL BLENDING USING MULTIPLE BLENDING PASSES	Granted	U.S.	2-Oct-97		6100899	AMELINE, IAN R. JANZEN, RON J.
572.00	ELLIPSOIDAL PROJECTION MAPPING	Granted	U.S.	30-Sep-98		6191795	LIEPA, PETER E.
574.00	SYSTEM AND METHOD FOR GENERATING PLANAR MAPS OF THREE-DIMENSIONAL SURFACES	Granted	U.S.	18-Mar-98		6232980	LIEPA, PETER E.
578.00	COMPUTER GENERATED PAINT STAMP COMPENSATION	Granted	U.S.	17-Feb-98		6384835	LIEPA, PETER E. REITER, JESSE C. SHEKTER, JONATHAN
579.00	COMPUTER GENERATED PAINT STAMP SEAMING COMPENSATION	Granted	U.S.	17-Feb-98		6356271	REITER, JESSE C. SHEKTER, JONATHAN
648.00	EXACT EVALUATION OF SUBDIVISION SURFACES GENERALIZING BOX SPLINES AT ARBITRARY PARAMETER VALUES	Granted	U.S.	15-Jul-98		6389154	STAM, JOS
648.00 EP	EXACT EVALUATION OF SUBDIVISION SURFACES GENERALIZING BOX SPLINES AT ARBITRARY PARAMETER VALUES	Pending	European	14-Jul-99	1097435		STAM, JOS
648.00 JP	EXACT EVALUATION OF SUBDIVISION SURFACES GENERALIZING BOX SPLINES AT ARBITRARY PARAMETER	Pending	Japan	10-Jan-01	2000-560550		STAM, JOS

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Patent No.	Title	Status	Country	File Date	Serial No.	Patent No.	Inventor
	VALUES						
648.00 AUS	EXACT EVALUATION OF SUBDIVISION SURFACES GENERALIZING BOX SPLINES AT ARBITRARY PARAMETER VALUES	Pending	Australia	14-Jul-99			STAM, JOS
659.00	PARAMETRIZATION OF SUBDIVISION SURFACES	Granted	U.S.	23-Dec-98		6553337	LOUNSBERY, MICHAEL
679.00	METHOD AND APPARATUS FOR GEOMETRIC MODEL DEFORMATION USING WIRES	Granted	U.S.	2-Jul-98		6204360	SINGH, KARAN S.
700.00	METHOD FOR MODELING REFLECTION OF LIGHT FROM AN ANISOTROPIC SURFACE	Granted	U.S.	1-Dec-98		6246416	STAM, JOS
701.00	METHOD OF PRODUCING FLUID-LIKE ANIMATIONS USING A RAPID AND STABLE SOLVER FOR THE NAVIER-STOKES EQUATIONS	Granted	U.S.	20-Nov-98		6266071	BRINSMEAD, DUNCAN STAM, JOS
751.00	A SYSTEM FOR USER CUSTOMIZATION OF ATTRIBUTES ASSOCIATED WITH A THREE-DIMENSIONAL SURFACE	Granted	U.S.	16-Jul-98		6549212	JANZEN, RON J.
771.00	A NAMING SCHEME FOR FACES AND VERTICES IN AN ADAPTIVE HIERARCHICAL SUBDIVISION SURFACE	Pending	U.S.	29-Feb-00		09/515517	LOUNSBERY, MICHAEL



Doc. No.	Title	Status	Country	File Date	Serial No.	Patent	Inventor
773.00	METHOD AND APPARATUS FOR INTERACTIVELY PAINTING VOLUMETRIC PARTICLE FLOW PATHS AND CONTROLLING A FLOW OF THE FLOW PATHS	Granted	U.S.	10-Mar-99		6348924	BRINSMEAD, DUNCAN
850.00	SYSTEM FOR IN-SCENE CLOTH MODIFICATION	Granted	U.S.	30-Jul-99		6462740	IMMEL, DAVID S.
915.00	A SYSTEM FOR ATTACHING RIGID OBJECTS TO DEFORMED SHAPES IN COMPUTER GENERATED IMAGES VIA REAL TIME LOCAL APPROXIMATION OF DEFORMATION USING ROTATION	Granted	U.S.	20-Apr-00		6525735	MAILLOT, JEROME
1029.00	METHOD AND COMPUTER PROGRAM PRODUCT FOR SUBDIVISION GENERALIZING UNIFORM B-SPLINE SURFACES OF ARBITRARY DEGREE	Granted	U.S.	29-Sep-2000		6587105	STAM, JOS
1041.00	A SYSTEM OF FEATURE-BASED SURFACE MAPPING	Pending	U.S.	31-Jan-02	10/059292		MAILLOT, JEROME WANG, XIAO HUAN
1073.00	A METHOD OF ENABLING THE EXISTING POLYGONAL OPERATIONS			21-Apr-00			
1153.00	METHOD FOR FILING HOLES IN MESHES	In Draft	U.S.				LIEPA, PETER
1167.00	A SYSTEM AND METHOD FOR INCREASING THE PRECISION OF MULTIPLE PAS RENDERING OPERATIONS BY USING A SECOND			24-Aug-00			

Doc. No.	Title	Status	Country	Filing Date	Serial No.	Patent No.	Inventor
<b>Graphics Patents</b>							
	TARGET IMAGE TO STORE LOW ORDER IMAGE BITS						
1194.00	CONVERSION OF HIERARCHICAL SUBDIVISION SURFACE TO NURBS	Pending	U.S.	23-Apr-02		10/127702	LOUNSBERY MICHAEL TEODOSIADI, STEPHEN
1198.00	APPROXIMATION OF CATMULL-CLARK SUBDIVISION SURFACES BY BEZIER PATCHES	Pending	U.S.	1-Jul-02		10/183750 1	RICE, RICHARD E. STOLLNITZ, ERIC J.
1212.00	ACCURATE BOOLEAN OPERATIONS FOR SUBDIVISION SURFACES AND RELAXED FITTING	Pending	U.S.	1-Jul-02		10/185748	STOLLNITZ, ERIC J. LIBPA, PETER E.

Docket	Title	Status	Country	File Date	Serial No.	Exam	Inventor
<b>Graphics Patents</b>							
1213.00	NATURAL FILLETS FOR SUBDIVISION SURFACES			04-Jan-01			
1226.00	DYNAMIC AUDIO ADJUSTMENTS BASED ON REAL-TIME SCENE ANALYSIS AND OBJECT RECOGNITION			23-Feb-01			
1227.00	UNIFIED SUBDIVISION SCHEME FOR POLYGONAL MODELING	Pending	U.S.	24-May-02		10/153888	MAILLOT, JE ROME STAM, JOS
1234.00	RELAXED FITTING FOR BOOLEAN OPERATIONS ON SUBDIVISION SURFACES			02-Apr-01			
1242.00	A METHOD FOR CREATING FILLETS ON SUBDIVISION SURFACE	Open	U.S.				HERRON, GARY LOUNSBERY MICHAEL
1243.00	A SYSTEM AND METHOD FOR COMPUTING A CONTINUOUS LOCAL NEIGHBORHOOD AND PARAMETERIZATION	Pending	U.S.	17-Sep-02	10/244599		MAILLOT, JE ROME
1260.00	METHOD FOR APPLYING A DIGITAL WATERMARK TO AN OUTPUT IMAGE FROM A COMPUTER PROGRAM	Pending	U.S.	4-Jan-02	10/035335		AMELINE, I N R LOPEZ, ALFONSO L
1266.00	METHOD TO DEFINE AUTOMATICALLY A PARAMETERIZATION FOR A SMALL PART OF A SURFACE			10-Dec-01			
1295.00	VECTOR BASED PAINT SYSTEM WITH PRESSURE/TILT SENSITIVITY			03-Jun-02			

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Doc No	Title	Status	Country	Issue Date	Serial No	Patent	Inv No
1315.00	DIFFUSION EDITING FOR FEATURE MESHES			10-Sep-02			
1319.00	REGION FAIRING FOR FEATURE MESHES			16-Sep-02			
1320.00	ISOLINES AND GRADIENTS FOR FEATURE MESHES			16-Sep-02			
1353.00	A METHOD FOR COMPUTING FLUID FLOWS ON SURFACES OF ARBITRARY TOPOLOGY			28-Jan-03			
1366.00	REMOVING "PAPER" FROM A SCANNED IMAGE			09-Apr-03			
1370.00	METHOD TO TEST A MESH FOR CLOSEDNESS AND/OR CONVEXITY OF USING GRAPHICS HARDWARE-BASED STENCIL BUFFER			01-May-03			
	METHOD AND APPARATUS FOR PROCESSING CAPTURED MOTION DATA (Acquired from Lambsoft)	Granted	U.S.	22-Dec-98		5852450	
	METHOD AND APPARATUS FOR PROCESSING CAPTURED MOTION DATA (Acquired from Lambsoft)	Granted	U.S.	23-Nov-99		5990908	

Doc#	Title	Status	Country	Issue Date	Serial No.	Patent	Inventor
<b>Dependency Graph Patents</b>							
289.00	SYSTEM AND METHOD FOR USING DEPENDENCY GRAPHS FOR THE CONTROL OF A GRAPHICS CREATION PROCESS	Granted	U.S.	4-Aug-95		5808625	MCPHERSON BRENT NAGENDRA, CHANAHALL PICOTT, KEV N P.
289.51	SYSTEM AND METHOD FOR USING DEPENDENCY GRAPHS FOR THE CONTROL OF A GRAPHICS CREATION PROCESS	Granted	U.S.	25-Aug-98		5929864	DAVIS, ANGI S W. MCPHERSON BRENT NAGENDRA, CHANAHALL PICOTT, KEV N P.
995.00	A SYSTEM FOR PASSING ALGORITHMS WITH POLYMORPHIC PARAMETER SETS IN A DEPENDENCY GRAPH OF A GRAPHICS CREATION PROCESS	Pending	U.S.	30-May-00	09/580563	09/580563	PICOTT, KEV N P.

**EXHIBIT "C"**  
**TRADEMARKS**

**SEE ATTACHED**

Worldwide Trademarks

Trademark	Application No.	Registration No.	Country	Comments
 Swirl Logo	3272168		European Community	
 Swirl Logo	2003-60447	4750173	Japan	
 Swirl Logo	78/273887		U.S.	
A (Design) (original corporate logo)	1876389	1,511,092	Argentina	Expired
A (Design) (original corporate logo)		A546,008	Australia	Expired
A (Design) (original corporate logo)		0491802	Benelux	Expired
A (Design) (original corporate logo)	817166394	817166394	Brazil	
A (Design) (original corporate logo)	0658524	TMA 386,663	Canada	
A (Design) (original corporate logo)		VR08529	Denmark	Expired
A (Design) (original corporate logo)		119292	Finland	Expired
A (Design) (original corporate logo)		1619535	France	Expired

Trademark	Application No.	Registration No.	Country	Comments
A (Design) (original corporate logo)		2005258	Germany	Expired
A (Design) (original corporate logo)		02933/1992	Hong Kong	Expired
A (Design) (original corporate logo)		938/1990	Iceland	Expired
A (Design) (original corporate logo)		201073	India	Expired
A (Design) (original corporate logo)		141333	Ireland	Expired
A (Design) (original corporate logo)		00603246	Italy	Expired
A (Design) (original corporate logo)		2611559	Japan	Expired
A (Design) (original corporate logo)		91/00006	Malaysia	Expired
A (Design) (original corporate logo)		468391	Mexico	Expired
A (Design) (original corporate logo)		205642	New Zealand	Expired
A (Design) (original corporate logo)		149879	Norway	Expired
A (Design) (original corporate logo)		7902/90	Singapore	Expired
A (Design) (original corporate logo)		235714	Korea	Expired
A (Design) (original corporate logo)		233687	Sweden	Expired
A (Design) (original corporate logo)		385665	Switzerland	Expired



Trademark	Application No.	Registration No.	Country	Comments
A (Design) (original corporate logo)		532282	Taiwan	Expired
A (Design) (original corporate logo)		159389	Thailand	Expired
A (Design) (original corporate logo)		1447829	United Kingdom	Expired
A (Design) (original corporate logo)		1,639,615	U.S.	Cancelled
A (Design) (original corporate logo)		P-184.890	Venezuela	
ALIAS		1,511,091	Argentina	Expired
ALIAS			Australia	Expired
ALIAS	755237	0491290	Benelux	
ALIAS	817166386	817166386	Brazil	
ALIAS	815.986.793	815.986.793	Brazil	Expired
ALIAS	0563361	TMA.339,683	Canada	
ALIAS	0568429	TMA.392,055	Canada	
ALIAS	1990 8734 VA	VR 1992 05086	Denmark	
ALIAS	1990 05961	143589	Finland	
ALIAS	INP 1241555	1619536	France	
ALIAS	A492359WZ	2 005259	Germany	
ALIAS			Hong Kong	Expired

Trademark	Application No.	Registration No.	Country	Comments
ALIAS	937/1990	352/1991	Iceland	
ALIAS			India	Expired
ALIAS			Ireland	Expired
ALIAS	5016490	603247	Italy	
ALIAS			Japan	Abandoned
ALIAS	2003-13671 2/21/03		Japan	
ALIAS	2001-5740	235713	Korea	
ALIAS			Malaysia	Expired
ALIAS	152113	466112	Mexico	
ALIAS			New Zealand	Abandoned
ALIAS			Norway	Abandoned
ALIAS			Singapore	Expired
ALIAS			Sweden	Abandoned
ALIAS		385552	Switzerland	
ALIAS		532281	Taiwan	
ALIAS		151727	Thailand	
ALIAS		2248659	United Kingdom	
ALIAS			U.S.	Cancelled
ALIAS	76/052,045	2,596,870 7/23/02	U.S.	
ALIAS		P-181,474	Venezuela	

Trademark	Application No.	Registration No.	Country	Comments
Alias I		TMA 312,817	Canada	Expired
Alias:				
Design Studio	1034608	TMA 547,589	Canada	
Design Studio		2,560,531	U.S.	
Design Studio (D)	1034609	TMA 553,365	Canada	
Design Studio (D)	75/839877		U.S.	Waiting for response from US PTO re: move to supplemental register
SketchBook	78229516		U.S.	To be abandoned
Studio Tools (D)		76/184604	U.S.	To be abandoned
Studio Tools (D)		TMA 672,158	Canada	
Alias Research			U.S.	Expired
Alias Wavefront (D)	75/941,855	2,705,825 4/15/03	U.S.	
Alias Wavefront (D)	0148876	TMA 553,664	Canada	
Can You Imagine	76/081,740	2,596,959 7/23/02	U.S.	
Can You Imagine	1042115		Canada	Denied
Create What's Next (D)	1082467 7/30/03	TMA 586,173 1/10/00	Canada	
Create What's Next (D)	76/165144		U.S.	Suspended - Further consideration requested
Maya	200310871	4753019	Japan	
Maya	3703416 09/04/03		China	IC 041
Maya	3703416 09/04/03		China	IC 042
Maya	2998292		European Union	

Trademark	Application No.	Registration No.	Country	Comments
PortfolioWall	76/165143		U.S.	
Sketchbook	78/353290		U.S.	
3DEC (D)	76/160470	2,759,485 09/02/03	U.S.	
3December	76/160471	2,759,486 9/02/03	U.S.	
3December.com	76/160472	1,759,487 9/02/03	U.S.	
TDImage				Expired
The Digital Corkboard	1116630		Canada	
The Digital Corkboard	76/334536		U.S.	
Z-Rays	76/057130		U.S.	Abandoned
Z-Rays	1058136		Canada	Abandoned
Z-Rays (D)	76/184603		U.S.	Abandoned
Z-Rays (D)	1084901		Canada	Abandoned

Schedule A

TRADEMARKS

Trademark	Application No.	Registration No.	Country	Listed Owner
MAYA	75/155,039	2,241,792	U.S.	Silicon Graphics, Inc.

(MP) 18533/008/TP/tp.assignment.maya.doc

TF1958

(190)日本国特許庁 (JP)

商 標 公 報

(511) 第9類

(111) 商標登録 第4753019号 (T4753019)  
 (151) 登録日 平成16年3月5日(2004.3.5)

(450) 発行日 平成16年4月6日(2004.4.6)  
 (210) 出願番号 商願2003-10871(T2003-10871)  
 (220) 出願日 平成15年2月13日(2003.2.13)  
 (732) 商標権者 503060042 シリコン グラフィックス  
 リミテッド, エイリアス システム  
 ズ ディビジョン カナダ国 エム5  
 エイ 1ジエイ7 オンタリオ, ト  
 ロント, キング ストリート イー  
 スト 210

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法区分 平成13年改正

(541) 標識文字

MAYA

(500) 商品及び役務の区分の数 3

(511) 商品及び役務の区分並びに指定商品又は指定役務

第9類 コンピュータソフトウェア, 画像・文字・音声情報が記録されたDVD及びCD-ROM, 録音済み  
 DVD及びCD-ROM

第41類 コンピュータグラフィックスに関する知識の教授, デジタルコンテンツの制作に関する知識の教授

第42類 コンピュータソフトウェアの設計, コンピュータグラフィックスのデザインの考案, コンピュータソ  
 フトウェアの設計・作成又は保守に関する助言, コンピュータシステムに関するコンサルティング,  
 コンピュータソフトウェアに関する操作方法の助言

国際分類第8版

(561) 称呼(参考情報) マヤ

検索用文字商標(参考情報) MAYA

類似群コード(参考情報)

第9類 11C01, 24E01, 26D01

第41類 41A01

第42類 42P01, 42P02, 42P03

審査官 根岸 克弘

TRADEMARK

REEL: 003083 FRAME: 0640

**EXHIBIT "D"**

**DESIGNS**

**NIL**

**EXHIBIT "E"**  
**LICENSES GRANTED**

**NIL**

TOR\_LAW\5800718\1

*IP Security Agreement - Alias Systems Corp.*