

7/28/05

08-03-2005

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

RE



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

103054246

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

1. Name of conveying party(ies):

PILOT SOFTWARE, INC.

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

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: 6/23/05

2. Name and address of receiving party(ies)

Name: Venture Lending & Leasing IV, Inc.

Internal Address:

Street Address: 2010 North First Street

City: San Jose State: CA Zip: 95131

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Maryland Other

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

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

A. Trademark Application No.(s) 78/306,722; 78/306,713 78/437,718; 78/343,806; 78/343,813; 78/301,774

2,889,284; 1,398,394

B. Trademark Registration No.(s) 2,253,258; 2,260,738; 2,126,755; 1,536,113

Additional number(s) attached Yes No

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

Name: Russell D. Pollock, Esq.

Internal Address:

Street Address: Greene Radovsky Maloney & Share LLP Four Embarcadero Center, Suite 4000

City: San Francisco State: CA Zip: 94111

6. Total number of applications and registrations involved:

12

7. Total fee (37 CFR 3.41): \$ 315.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Jeffrey T. Klugman

Name of Person Signing

Handwritten signature

Signature

7/11/05

Date

30

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

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

06/02/2005 ECOOPER 00000234 78306722

01 FC:8521 02 FC:8522

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TRADEMARK REEL: 003199 FRAME: 0872

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is made as of June 23, 2005, by and between PILOT SOFTWARE, INC., a Delaware corporation ("Grantor"), and VENTURE LENDING & LEASING IV, INC., a Maryland corporation ("Secured Party").

RECITALS

A. Pursuant to a Loan and Security Agreement of even date herewith (the "Loan Agreement") between Grantor, as borrower, and Secured Party, as lender, Secured Party has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in the Loan Agreement. All capitalized terms used herein without definition shall have the meanings ascribed to them in the Loan Agreement.

B. Secured Party is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Secured Party a security interest in substantially all of Grantor's personal property whether presently existing or hereafter acquired. To that end, Grantor has executed in favor of Secured Party the Loan Agreement granting a security interest in all Collateral, and is executing this Agreement with respect to certain items of Intellectual Property, in particular.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Grant of Security Interest. As collateral security for the prompt and complete payment and performance of all of Grantor's present or future Obligations, Grantor hereby grants a security interest and mortgage to Secured Party, as security, in and to Grantor's entire right, title and interest in, to and under the following Intellectual Property, now owned or hereafter acquired by Grantor or in which Grantor now holds or hereafter acquires any interest (all of which shall collectively be called the "Collateral" for purposes of this Agreement):

(a) Any and all copyrights, whether registered or unregistered, held pursuant to the laws of the United States, any State thereof or of any other country; all registrations, applications and recordings in the United States Copyright Office or in any similar office or agency of the United States, and State thereof or any other country; all continuations, renewals, or extensions thereof; and any registrations to be issued under any pending applications, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) All letters patent of, or rights corresponding thereto in, the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of, or rights corresponding thereto in, the United States or any other country, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country; all reissues, continuations, continuations-in-part or extensions thereof; all petty patents, divisionals, and patents of addition; and all patents to be issued under any such applications, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(c) All trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and any applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, and reissues,

extensions or renewals thereof, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(d) Any and all claims for damages by way of past, present and future infringement 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;

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

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

(g) 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.

Notwithstanding the foregoing, the term "*Collateral*" shall not include: (a) "intent-to-use" Trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise or (b) any Account, Chattel Paper, General Intangible or promissory note in which Grantor has any right, title or interest if and to the extent such Account, Chattel Paper, General Intangible or promissory note includes a provision containing a restriction on assignment such that the creation of a security interest in the right, title or interest of Grantor therein would be prohibited and would, in and of itself, cause or result in a default thereunder enabling another person party to such Account, Chattel Paper, General Intangible or promissory note to enforce any remedy with respect thereto; *provided* that the foregoing exclusion shall not apply if (i) such prohibition has been waived or such other person has otherwise consented to the creation hereunder of a security interest in such Account, Chattel Paper, General Intangible or promissory note or (ii) such prohibition would be rendered ineffective pursuant to Sections 9-406(d), 9-407(a) or 9-408(a) of the UCC, as applicable and as then in effect in any relevant jurisdiction, or any other applicable law (including the Bankruptcy Code) or principles of equity); *provided further* that immediately upon the ineffectiveness, lapse or termination of any such provision, the Collateral shall include, and Grantor shall be deemed to have granted on the date hereof a security interest in, all its rights, title and interests in and to such Account, Chattel Paper, General Intangible or promissory note as if such provision had never been in effect; and *provided further* that the foregoing exclusion shall in no way be construed so as to limit, impair or otherwise affect Secured Party's unconditional continuing security interest in and to all rights, title and interests of Grantor in or to any payment obligations or other rights to receive monies due or to become due under any such Account, Chattel Paper, General Intangible or promissory note and in any such monies and other proceeds of such Account, Chattel Paper, General Intangible or promissory note

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

(a) Grantor is now the sole owner of the Collateral, except for Permitted Liens;

(b) During the term of this Agreement, Grantor will not transfer or otherwise encumber any interest in the Collateral, except for either Permitted Liens or Permitted Transfers;

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

(d) Grantor shall deliver to Secured Party within thirty (30) days of the last day of each fiscal quarter in which there is a change or update to the reported contents from the previous fiscal quarter, a report signed by Grantor, in form reasonably acceptable to Secured Party, listing any applications or registrations that Grantor has made or filed in respect of any patents, copyrights or trademarks and the status of any outstanding applications or registrations. Grantor shall promptly advise Secured Party of any material change in the composition of the Collateral, including but not limited to any subsequent ownership right of the Grantor in or to any Trademark, Patent or Copyright not specified in this Agreement;

(e) Grantor shall use reasonable commercial efforts to (i) protect, defend and maintain the validity and enforceability of the Trademarks, Patents and Copyrights (ii) detect infringements of the Trademarks, Patents and Copyrights and promptly advise Secured Party in writing of material infringements detected and (iii) not allow any material Trademarks, Patents or Copyrights to be abandoned, forfeited or dedicated to the public without the written consent of Secured Party, which consent shall not be unreasonably withheld;

(f) Grantor shall apply for registration (to the extent not already registered) with the United States Patent and Trademark Office or the United States Copyright Office, as applicable: (i) those intellectual property rights listed on Exhibits A, B and C hereto within thirty (30) days of the date of this Agreement; and (ii) those additional intellectual property rights developed or acquired by Grantor from time to time in connection with any product or service, prior to the sale or licensing of such product or the rendering of such service to any third party (including without limitation revisions or additions to the intellectual property rights listed on such Exhibits A, B and C), except with respect to such rights that Grantor determines in its sole but reasonable commercial judgment need not be registered to protect its own business interests. Grantor shall, from time to time, execute and file such other instruments, and take such further actions as Secured Party may reasonably request from time to time to perfect or continue the perfection of Secured Party's interest in the Collateral. Grantor shall give Secured Party notice of all such applications or registrations; and

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

3. Further Assurances; Attorney in Fact.

(a) On a continuing basis, Grantor will make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademark Office and the Register of Copyrights, and take all such action as may reasonably be deemed necessary or advisable, or as reasonably requested by Secured Party, to perfect Secured Party's security interest in all Copyrights, Patents and Trademarks and otherwise to carry out the intent and purposes of this Agreement, or for assuring and confirming to Secured Party the grant or perfection of a security interest in all Collateral.

(b) Grantor hereby irrevocably appoints Secured Party as Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor, from time to time in Secured Party's discretion, to take any action and to execute any instrument which Secured Party may deem necessary or advisable to accomplish the purposes of this Agreement, including (i) to modify, in its sole discretion, this Agreement without first obtaining Grantor's approval of or signature to such modification by amending Exhibits A, B and C, hereof, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents or Trademarks acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents or Trademarks in which Grantor no longer has or claims any right, title or interest, (ii) to file, in its sole discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Collateral without

the signature of Grantor where permitted by law, and (iii) after the occurrence of an Event of Default and during the continuance thereof, to transfer the Collateral into the name of Secured Party or a third party to the extent permitted under the California Uniform Commercial Code.

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

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

(b) Grantor breaches any warranty or agreement made by Grantor in this Agreement and, as to any breach that is capable of cure, Grantor fails to cure such breach within thirty (30) days of the sooner to occur of Grantor's receipt of notice of such breach from Secured Party or the date on which such breach first becomes known to Grantor.

5. Amendments. This Agreement may be amended only by a written instrument signed by both parties hereto, except for amendments permitted under Section 3 hereof to be made by Secured Party alone.

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

Remainder of this page intentionally left blank; signature page follows

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

GRANTOR:

Address of Grantor:

PILOT SOFTWARE, INC.

444 Castro Street, Suite 501
Mountain View, CA 94041
Attn: CFD

By: Lawrence J de Angeles
Name: LAWRENCE J. de ANGELES
Its: CFD

SECURED PARTY:

Address of Secured Party:

VENTURE LENDING & LEASING IV, INC.

2010 North First Street, Suite 310
San Jose, CA 95131
Attn: Chief Financial Officer

By: _____
Name: _____
Its: _____

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

GRANTOR:

Address of Grantor:

444 Castro Street, Suite 501
Mountain View, CA 94041
Attn: _____

PILOT SOFTWARE, INC.

By: _____

Name: _____

Its: _____

SECURED PARTY:

Address of Secured Party:

2010 North First Street, Suite 310
San Jose, CA 95131
Attn: Chief Financial Officer

VENTURE LENDING & LEASING IV, INC.

By:  _____

Name: Ronald W. Swenson

Its: Chief Executive Officer

EXHIBIT A

Copyrights

Description

Registration Number

Registration Date

None

EXHIBIT B

Patents

Description

Registration/Serial Number

Registration/Application Date

None

EXHIBIT C

Trademarks

Description

Registration/Application Number

Registration/Application Date

SEE ATTACHMENT



**PILOT SOFTWARE, INC.
TRADEMARK STATUS CHART
JUNE 2005**

*PRIVILEGED AND CONFIDENTIAL
ATTORNEY CLIENT COMMUNICATION
ATTORNEY WORK PRODUCT*

TRADEMARK	COUNTRY	SERIAL NO./ FILING DATE	REG. NO./ REG. DATE	INTERNATIONAL CLASS/ DESCRIPTION OF GOODS AND SERVICES	CURRENT STATUS	NEXT ACTION DUE
<u>ALIGNING EXECUTION WITH STRATEGY</u>	United States	78/306,959 09/29/03	2,889,284 09/28/04	<i>Int'l Class 42:</i> Consulting services in the field of computer systems design, integration and implementation and technical support services, namely, troubleshooting of computer hardware and software problems	Registered (Claimed first use date of September 9, 2003)	File Section 8 Affidavit between September 28, 2009-September 28, 2010 File Renewal by September 28, 2014
<u>COMMAND CENTER</u>	United States	73/568,940 11/18/85	1,398,394 06/24/86	<i>Int'l Class 9:</i> Computer programs	Registered; Section 8 & 15 Affidavit Accepted on September 16, 1992 (Claimed first use date of November 2, 1984 and first use in commerce date of January 28, 1985)	File Renewal by June 24, 2006
<u>HIT LIST</u>	United States	75/447,874 03/10/98	2,253,258 06/15/9	<i>Int'l Class 9:</i> Computer programs for use in marketing analysis; computer programs for monitoring, analyzing and summarizing information about network and web site use; computer programs for report generation, distribution and database management	Registered; File Section 8 & 15 Affidavit April 1, 2005 (Claimed first use date of July 2, 1996)	Confirm acceptance of Section 8 Affidavit by August 19, 2005 File Renewal by June 15, 2009

**TRADEMARK
REEL: 003199 FRAME: 0882**

PILOT SOFTWARE, INC.
 TRADEMARK STATUS CHART
 JUNE 2005

TRADEMARK	COUNTRY	SERIAL NO./ FILING DATE	REG. NO./ REG. DATE	INTERNATIONAL CLASS/ DESCRIPTION OF GOODS AND SERVICES	CURRENT STATUS	NEXT ACTION DUE
<u>MARKETWAVE</u>	United States	75/447,875 03/10/98	2,260,738 07/13/99	<i>Int'l Class 9:</i> Computer programs for use in marketing studies; computer programs for monitoring; analyzing and summarizing information about network and web site use; computer programs for report generation, report distribution and database management	Registered (Claimed first use date of July 1, 1996)	To be canceled per Client's Request May 2005
Pilot Squares Design 	United States	78/306,722 09/29/03	N/A	<i>Int'l Class 9:</i> Computer programs for use in marketing analysis; computer programs for accessing, monitoring, analyzing and summarizing information about network and web site use; computer programs for accessing, monitoring, analyzing and summarizing financial, human resources, sales and marketing information and data; computer programs for the generation and distribution of reports and database management	Suspended; Office action issued April 22, 2004; Response filed October 2004; Suspended December 2004	Confirm status of suspension September 3, 2005
Pilot Squares Design 	United States	78/306,713 09/29/03	N/A	<i>Int'l Class 42:</i> Consulting services in the field of computer systems design, integration and implementation and technical support services, namely, troubleshooting of computer hardware and software problems	Suspended; Office action issued April 22, 2004; Response filed October 2004; Suspended December 2004	Confirm status of Suspension September 1, 2005

**PILOT SOFTWARE, INC.
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JUNE 2005**

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TRADEMARK	COUNTRY	SERIAL NO./ FILING DATE	REG. NO./ REG. DATE	INTERNATIONAL CLASS/ DESCRIPTION OF GOODS AND SERVICES	CURRENT STATUS	NEXT ACTION DUE
<u>PILOT</u>	United States	75/133,836 07/15/96	✓2,126,755 01/06/98	<i>Int'l Class 9:</i> Computer software for use in creation of business models for use in analysis of business information and decision support and for use in data mining and on-line analytical processing <i>Int'l Class 41:</i> Training services in the field of computer software <i>Int'l Class 42:</i> Consulting services in the field of computer systems design, integration and implementation	Registered; Section 8 & 15 Affidavit Accepted on July 12, 2004 (Claimed a first use date of March 1985) Worldwide Watching Service for PILOT in Classes 9 & 42	Expiration of Worldwide Watching Service for PILOT May 1, 2006 File Renewal by January 6, 2008
<u>PILOT EIS</u>	United States	73/568,972 11/18/85	✓1,536,113 04/25/89	<i>Int'l Class 9:</i> Computer programs for providing on-line financial, human resources, sales and other related information to executive or management personnel	Registered; Section 8 & 15 Affidavit Accepted on December 10, 1995 (Claimed first use date of October 23, 1985)	File Renewal by April 25, 2009
<u>PILOTWEB</u>	United States	✓78/437,718 11/18/04	N/A	<i>Int'l Class 9:</i> Computer programs for use in marketing analysis; computer programs for accessing, monitoring, analyzing and summarizing information about network and web site use and financial, human resources, sales and marketing information and data; computer programs for report generation, distribution and database management	Pending; Approved for Publication February 15, 2005 (Application filed June 18, 2004 based on intended use)	Confirm receipt of Notice of Publication June 15, 2005

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TRADEMARK	COUNTRY	SERIAL NO./ FILING DATE	REG. NO./ REG. DATE	INTERNATIONAL CLASS/ DESCRIPTION OF GOODS AND SERVICES	CURRENT STATUS	NEXT ACTION DUE
<u>PILOTWORKS</u>	United States	78/343,806 12/19/03	N/A	<i>Int'l Class 9:</i> Computer programs for use in marketing analysis; computer programs for accessing, monitoring, analyzing and summarizing information about network and website use; computer programs for accessing, monitoring, analyzing and summarizing financial, human resources, sales and marketing information and data; computer programs for the generation and distribution of reports and database management	Pending; Office Action issued July 20, 2004; Response filed January 2005 (Application filed December 19, 2003 based on intended use)	Confirm Status of suspension October 4, 2005
<u>PILOTWORKS</u>	United States	78/343,813 12/19/03	N/A	<i>Int'l Class 42:</i> Computer services, namely, designing, developing, implementing, installing, upgrading and supporting computer software for others	Allowed; Notice of Allowance issued December 21, 2004; Statement of Use to be filed by June 21, 2005. (Application filed December 19, 2003 based on intended use)	Confirm receipt of Notice of Acceptance of Statement of Use August 21, 2005

**PILOT SOFTWARE, INC.
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JUNE 2005**

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TRADEMARK	COUNTRY	SERIAL NO./ FILING DATE	REG. NO./ REG. DATE	INTERNATIONAL CLASS/ DESCRIPTION OF GOODS AND SERVICES	CURRENT STATUS	NEXT ACTION DUE
<u>TIME INTELLIGENCE</u> Disclaims use of "TIME"	United States	78/301,774 09/17/03	N/A	<i>Int'l Class 9:</i> Computer programs for analyzing marketing information; computer programs for accessing, monitoring, analyzing and summarizing information about network and website usage and financial human resources, sales and marketing information and data; computer programs for report generation, distribution and database management	Pending and Approved; Office Action issued April 12, 2004; Response filed September 20, 2004; Amendment issued November 1, 2004; Published for Opposition January 25, 2005 (Application filed September 17, 2003 claiming a first use date of April 29, 1991)	Confirm receipt of certificate of Registration July 25, 2005

**PILOT SOFTWARE, INC.
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TRADEMARK	COUNTRY	SERIAL NO./ FILING DATE/	REG. NO./ REG. DATE	INTERNATIONAL CLASS/ DESCRIPTION OF GOODS AND SERVICES	CURRENT STATUS	NEXT ACTION DUE
HIT LIST	Argentina	2.308.988 09/27/00	1.867.907 10/21/02	<i>Int'l Class 9:</i> Computer software, including computer software for collecting computer network and website visitor and traffic information and combining it with offline data for analysis and reporting; computer software for use in collecting, monitoring, analyzing, tracking, managing, and information; and computer software for use in mining, warehousing, and reporting data	Registered * Abandoned per clients April 2005 instructions	Check Use: October 21, 2007 File Renewal by October 21, 2012
ALIGNING EXECUTION WITH STRATEGY	Australia	994334 03/19/04	994334 08/02/04	<i>Int'l Class 42:</i> Consulting services in the field of computer systems design, integration and implementation and technical support services, namely, troubleshooting of computer hardware and software problems	Registered (Based on priority as to co-pending U.S. Application No. 78/306,959 for the mark)	Check Use: March 19, 2009 File Renewal by March 19, 2014
COMMAND CENTER	Australia	623664 02/28/94	623664 02/26/97	<i>Int'l Class 9:</i> Computer software programs that create executive information systems and provide decision support tools	Registered; Renewed on February 28, 2004	File Renewal by February 28, 2014

**TRADEMARK
REEL: 003199 FRAME: 0887**

PILOT SOFTWARE, INC.
 TRADEMARK STATUS CHART
 JUNE 2005

TRADEMARK	COUNTRY	SERIAL NO./ FILING DATE/	REG. NO./ REG. DATE	INTERNATIONAL CLASS/ DESCRIPTION OF GOODS AND SERVICES	CURRENT STATUS	NEXT ACTION DUE
HIT LIST	Australia	964286 07/31/03	N/A	<i>In'1 Class 9:</i> Computer programs for use in marketing analysis; computer programs for monitoring; analyzing and summarizing information about network and web site use; computer programs for report generation, distribution and database management	Abandoned	N/A
PILLOT	Australia	729880 02/28/94	729880 09/16/99	<i>In'1 Class 9:</i> Computer software programs for analyzing and retrieving user information in relation to accessing and analyzing business information	Registered; Renewed on February 28, 2004	File Renewal by February 28, 2014
PILLOTWEB	Australia	1033981 12/13/04	1033981 04/26/05	<i>In'1 Class 9:</i> Computer programs for use in marketing analysis; computer programs for accessing, monitoring, analyzing and summarizing information about network and web site use and financial, human resources, sales and marketing information and data; computer programs for report generation, distribution and database management	Pending; Published January 13, 2005 (Application filed December 13, 2004 based on priority as to co-pending U.S. Application No. 78/437,718 for the mark)	Check Use: December 13, 2009 File Renewal by December 13, 2014
PILLOTWORKS	Australia	1001086 05/07/04	1001086 09/20/04	<i>In'1 Class 9:</i> Computer programs for use in marketing analysis; computer programs for accessing, monitoring, analyzing and summarizing information about network and web site use and for providing financial, human resources, sales and marketing information and data; computer programs for report generation, distribution and database management.	Registered (Based on priority as to co-pending U.S. Application No. 78/343,806 for the mark)	Check Use: May 7, 2009 File Renewal by May 7, 2014

PILOT SOFTWARE, INC.
 TRADEMARK STATUS CHART
 JUNE 2005

TRADEMARK	COUNTRY	SERIAL NO./ FILING DATE/	REG. NO./ REG. DATE	INTERNATIONAL CLASS/ DESCRIPTION OF GOODS AND SERVICES	CURRENT STATUS	NEXT ACTION DUE
PILOT	Austria	620285 05/18/94 Madrid Protocol	620285 05/18/94	<p>computer software for use in creation of business models for use in analysis of business information and \ decision support and for use in data mining and on-line analytical processing</p> <p><i>In'1 Class 42:</i> Consulting services in the field of computer systems design, integration and implementation and technical support services, namely, troubleshooting of computer hardware and software problems</p> <p><i>In'1 Class 9:</i> Computer for processing and their parts computer peripherals for data processing, included in this class, programs for treatment of information, data carriers carrying data and assimilable by machine</p> <p><i>In'1 Class 16:</i> Printed matter</p> <p><i>In'1 Class 42:</i> Establishment, updating, maintenance and rental of programs for treatment of information, establishment analysis of sets data processing, technical consultations in field information processing; all services and products of private individual in fields of assistance for management</p>	Registered and Renewed May 2004	File Renewal by May 18, 2014

PILOT SOFTWARE, INC.
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 JUNE 2005

TRADEMARK	COUNTRY	SERIAL NO./ FILING DATE/	REG. NO./ REG. DATE	INTERNATIONAL CLASS/ DESCRIPTION OF GOODS AND SERVICES	CURRENT STATUS	NEXT ACTION DUE
PILOT	Benelux	620285 05/18/94 Madrid Protocol	620285 05/18/94	<i>Int'l Class 9:</i> Computer for processing and their parts computer peripherals for data processing, included in this class, programs for treatment of information, data carriers carrying data and assimilable by machine <i>Int'l Class 16:</i> Printed matter <i>Int'l Class 42:</i> Establishment, updating, maintenance and rental of programs for treatment of information, establishment analysis of sets data processing, technical consultations in field information processing; all services and products of private individual in fields of assistance for management	Registered and Renewed May 2004	File Renewal by May 18, 2014
HIT LIST	Brazil	823187276 09/27/00	N/A	<i>Int'l Class 9:</i> Computer software, including computer software for collecting computer network and website visitor and traffic information and combining it with offline data for analysis and reporting; computer software for use in collecting monitoring, analyzing, tracking, managing, and reporting on computer network and website visitor and traffic information; and computer software for use in mining, warehousing, and reporting data	Abandoned	N/A

PILOT SOFTWARE, INC.
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 JUNE 2005

TRADEMARK	COUNTRY	SERIAL NO./ FILING DATE/	REG. NO./ REG. DATE	INTERNATIONAL CLASS/ DESCRIPTION OF GOODS AND SERVICES	CURRENT STATUS	NEXT ACTION DUE
PILOTWEB	Brazil	827002912 12/13/04	N/A	<i>Int'l Class 9:</i> Computer programs for use in marketing analysis; computer programs for accessing, monitoring, analyzing and summarizing information about network and web site use and financial, human resources, sales and marketing information and data; computer programs for report generation, distribution and database management	Pending; Published January 11, 2005 (Application filed December 13, 2004 based on priority as to U.S. Application No. 78/437,718 for the mark)	Confirm status of application July 11, 2005
PILOTWORKS	Brazil	826634826 06/09/04	N/A	<i>Int'l Class 9:</i> Computer programs for use in marketing analysis; computer programs for accessing, monitoring, analyzing and summarizing information about network and web site use and financial, human resources, sales and marketing information and data; computer programs for report generation, distribution and database management	Pending; Published July 27, 2004 (Application filed June 9, 2004 based on priority as to U.S. Application No. 78/343,813 for the mark)	Confirm status of application August 27, 2005
PILOTWORKS	Brazil	826634818 06/09/04	N/A	<i>Int'l Class 42:</i> Computer services, namely, designing, developing, implementing, installing, upgrading and supporting computer software	Pending; Published July 27, 2004 (Application filed June 9, 2004 based on priority as to U.S. Application No. 78/343,813 for the mark)	Confirm status of application August 27, 2005

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TRADEMARK	COUNTRY	SERIAL NO./ FILING DATE/	REG. NO./ REG. DATE	INTERNATIONAL CLASS/ DESCRIPTION OF GOODS AND SERVICES	CURRENT STATUS	NEXT ACTION DUE
HIT LIST	Canada	1024023 07/28/99	TMA574,955 02/03/03	Computer programs for use in marketing analysis; computer programs for monitoring; analyzing and summarizing information about network and web site use; computer programs for report generation, distribution and database management	Registered * Abandoned per client's April 2005 instructions	Check Use: February 3, 2006 File Renewal by February 3, 2018
LIGHTSHIP	Canada	0756338 05/31/94	TMA443,138 05/19/95	Computer software to be used by executives and managers, for the providing to them of financial, marketing, sales, budgeting and quality monitoring data, in order to assist them in decision making; and reference and user manuals therefore when sold as a unit	Registered	File Renewal by May 19, 2010
PILLOT	Canada	0756336 05/31/04	TMA456,254 03/19/96	Computer software, to be used by executives and managers, for the providing to them of financial, marketing, sales, budgeting and quality monitoring data, in order to assist them in decision making; and reference and user manuals therefore when sold as a unit	Registered	File Renewal by March 29, 2011
PILLOT SOFTWARE and Design	Canada	0756337 05/31/94	TMA456,255 03/29/96	Computer software, to be used by executives and managers, for providing to them of financial, marketing, sales, budgeting and quality monitoring data, in order to assist them in decision making; and reference and user manual therefore when sold as a unit	Registered	File Renewal by March 29, 2011

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TRADEMARK	COUNTRY	SERIAL NO./ FILING DATE/	REG. NO./ REG. DATE	INTERNATIONAL CLASS/ DESCRIPTION OF GOODS AND SERVICES	CURRENT STATUS	NEXT ACTION DUE
ALIGNING EXECUTION WITH STRATEGY	CTM	3713815 03/23/04	N/A	<p><i>Int'l Class 9:</i> Computer software; computer databases; data and instructional materials, all recorded magnetically, electronically, or optically; information, code, text and other media or multimedia, all being downloadable from a computer network or the Internet; electronic publications downloadable from a computer network or the Internet</p> <p><i>Int'l Class 38:</i> Transfer and dissemination of information and data via computer networks; information, advisory and consultancy services, all relating to the aforesaid, including the provision of such services on-line from a computer network or over the Internet or extranets</p> <p><i>Int'l Class 42:</i> Consulting services in the field of computer systems design, integration and implementation and technical support services, namely, troubleshooting of computer hardware and software problems; application service provider services; computer software consultation; computer software design; consulting services in the field of design, selection, implementation and use of computer hardware and software systems; installation, maintenance, and updating of computer software; telephone help-line services; research and development services in the fields of computers, computer software and telecommunications; professional consultancy and technical advice services in the field of computers; information, advisory and consultancy services, all relating to the aforesaid, including the provision of such services on-line from a computer network or over the Internet or extranets</p>	<p>Pending: Office Action issued and Response filed (Application filed March 23, 2004 based on priority as to co-pending U.S. Application No. 78/306,959 for the mark)</p>	Confirm status of Notice of Publication August 6, 2005

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TRADEMARK	COUNTRY	SERIAL NO./ FILING DATE/	REG. NO./ REG. DATE	INTERNATIONAL CLASS/ DESCRIPTION OF GOODS AND SERVICES	CURRENT STATUS	NEXT ACTION DUE
PILOT	CTM	51342 04/01/96	51342 04/06/98	<p><i>Int'l Class 9:</i> Computer programs for access to and evaluation and analysis of information and data for assisting management in businesses, in particular with regard to finances, personnel, purchasing, sales and marketing; machine readable data carries containing data with computer programs for business, in particular with regard to finances, personnel, purchasing, sales and marketing</p> <p><i>Int'l Class 42:</i> Creating updating, maintenance and rental of computer programs for access to and evaluation and analysis of information and data for management support in businesses, in particular with regard to finances. Personnel, purchasing, sales and marketing</p>	Registered	File Renewal by April 1, 2006
PILOTWEB	CTM	4168241 12/11/04	N/A	<p><i>Int'l Class 9:</i> Computer programs for use in marketing analysis; computer programs for accessing, monitoring); analyzing and summarizing information about network and web site use and financial, human resources, sales and marketing information and data; computer programs for report generation, distribution and database management; computer software; computer databases; data and instructional materials, all recorded magnetically, electronically, or optically; information, code, text and other media or multimedia, all being downloadable from a computer network or the Internet; electronic publications downloadable from a computer network or the Internet</p>	Pending (Application filed December 11, 2004 based on priority as to co-pending U.S. Application Serial No. 78/437,718 for the mark)	Confirm examination of mark December 11, 2005

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TRADEMARK	COUNTRY	SERIAL NO./ FILING DATE/	REG. NO./ REG. DATE	INTERNATIONAL CLASS/ DESCRIPTION OF GOODS AND SERVICES	CURRENT STATUS	NEXT ACTION DUE
				<p><i>Int'l Class 35:</i> Business consultation services; advice and assistance in the running of businesses; integration, installation and implementation of business and administrative solutions and practices; supply-chain planning and optimization; strategic planning; allocation planning; contingency planning; enterprise resource planning; distribution resource planning; workforce planning; business project management; integration and optimization of business processes; information, advisory and consultancy services, all relating to the aforesaid, including the provision of such services on-line from a computer network or over the Internet or extranets</p> <p><i>Int'l Class 35:</i> Computer services, namely, designing, developing, implementing, installing, upgrading and supporting computer software; consulting services in the field of computer systems design, integration and implementation and technical support services, namely, troubleshooting of computer hardware and software problems; application service provider services; computer software consultation; computer software design; consulting services in the field of design, selection, implementation and use of computer hardware and software systems; licensing of computer software; installation, maintenance, and updating of computer software; telephone help-line services relating to computer software; research and development services in the fields of computers, computer software and telecommunications; professional consultancy and technical advice services in the field of computers; product development; information.</p>		

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TRADEMARK	COUNTRY	SERIAL NO./ FILING DATE/	REG. NO./ REG. DATE	INTERNATIONAL CLASS/ DESCRIPTION OF GOODS AND SERVICES	CURRENT STATUS	NEXT ACTION DUE
PILOTWORKS	CTM	3786969 May 6, 2004	N/A	<p>INTERNATIONAL CLASS/ DESCRIPTION OF GOODS AND SERVICES</p> <p>advisory and consultancy services, all relating to the aforesaid, including the provision of such services on-line from a computer network or over the Internet or extranets</p>	<p>Pending: Published February 28, 2005</p> <p>(Application filed May 6, 004 based on priority as to co-pending U.S. Application Serial No. 78/343,806 for the mark)</p>	<p>Confirm status of application August 28, 2005</p>

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TRADEMARK	COUNTRY	SERIAL NO./ FILING DATE/	REG. NO./ REG. DATE	INTERNATIONAL CLASS/ DESCRIPTION OF GOODS AND SERVICES	CURRENT STATUS	NEXT ACTION DUE
				<p>including the provision of such services on-line from a computer network or over the Internet or extranets</p> <p><i>Int'l Class 42:</i> Computer services, namely, designing, developing, implementing, installing, upgrading and supporting computer software; consulting services in the field of computer systems design, integration and implementation and technical support services, namely, troubleshooting of computer hardware and software problems; application service provider services; computer software consultation; computer software design; consulting services in the field of design, selection, implementation and use of computer hardware and software systems; licensing of computer software; installation, maintenance, and updating of computer software; telephone help-line services; research and development services in the fields of computers, computer software and telecommunications; professional consultancy and technical advice services in the field of computers; information, advisory and consultancy services, all relating to the aforesaid, including the provision of such services on-line from a computer network or over the Internet or extranets</p>		

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TRADEMARK	COUNTRY	SERIAL NO./ FILING DATE/	REG. NO./ REG. DATE	INTERNATIONAL CLASS/ DESCRIPTION OF GOODS AND SERVICES	CURRENT STATUS	NEXT ACTION DUE
PILLOT	France	620285 05/18/94 Madrid Protocol	620285 05/18/94	<i>Int'l Class 9:</i> Computer for processing and their parts computer peripherals for data processing, included in this class, programs for treatment of information, data carriers carrying data and assimilable by machine <i>Int'l Class 16:</i> Printed matter <i>Int'l Class 42:</i> Establishment, updating, maintenance and rental of programs for treatment of information, establishment analysis of sets data processing, technical consultations in field information processing; all services and products of private individual in fields of assistance for management	Registered and Renewed May 2004	File Renewal by May 18, 2014
PILLOT	Italy	620285 05/18/94 Madrid Protocol	620285 05/18/94	<i>Int'l Class 9:</i> Computer for processing and their parts computer peripherals for data processing, included in this class, programs for treatment of information, data carriers carrying data and assimilable by machine <i>Int'l Class 16:</i> Printed matter <i>Int'l Class 42:</i> Establishment, updating, maintenance and rental of programs for treatment of information, establishment analysis of sets data processing, technical consultations in field information processing; all services and products of private individual in fields of assistance for management	Registered and Renewed May 2004	File Renewal by May 18, 2014

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TRADEMARK	COUNTRY	SERIAL NO./ FILING DATE/	REG. NO./ REG. DATE	INTERNATIONAL CLASS/ DESCRIPTION OF GOODS AND SERVICES	CURRENT STATUS	NEXT ACTION DUE
ALIGNING EXECUTION WITH STRATEGY	Japan	2004-025952 03/19/04	N/A	<i>Int'l Class 42:</i> Consulting services in the field of computer systems design and creation; maintenance of computer software."	Pending; Office Action issued March 2005; Response filed April 2005	Confirm receipt of Registration Certificate November 14, 2005
HIT LIST	Japan	2000-107360 10/21/00	4525488 11/30/01	<i>Int'l Class 9:</i> Computer software, including computer software for collecting computer network and website visitor and traffic information and combining it with offline data for analysis and reporting; computer software for use in collecting, monitoring, analyzing, tracking, managing, and information; and computer software for use in mining, warehousing, and reporting data	Registered * Abandoned per clients April 2005 instructions	File Renewal by November 30, 2011 * Mark owned by Accrue Software, Inc.
PILOT	Poland	620285 05/18/94 Madrid Protocol	620285 05/18/94	<i>Int'l Class 9:</i> Computer for processing and their parts computer peripherals for data processing, included in this class, programs for treatment of information, data carriers carrying data and assimilable by machine <i>Int'l Class 16:</i> Printed matter	Registered and Renewed May 2004	File Renewal by May 18, 2014

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TRADEMARK	COUNTRY	SERIAL NO./ FILING DATE/	REG. NO./ REG. DATE	INTERNATIONAL CLASS/ DESCRIPTION OF GOODS AND SERVICES	CURRENT STATUS	NEXT ACTION DUE
HIT LIST	Singapore	T00/17011C 09/27/00	T00/17011C 09/24/02	<i>Int'l Class 9:</i> Computer software, including computer software for collecting computer network and website visitor and traffic information and combining it with offline data for analysis and reporting; computer software for use in collecting, monitoring, analyzing, tracking, managing, and information; and computer software for use in mining, warehousing, and reporting data <i>Int'l Class 42:</i> Establishment, updating, maintenance and rental of programs for treatment of information, establishment analysis of sets data processing, technical consultations in field information processing; all services and products of private individual in fields of assistance for management	Registered * Abandoned per clients April 2005 instructions	Check Use: September 27, 2005 File Renewal by September 27, 2010
PILOT	Spain	620285 05/18/94 Madrid Protocol	620285 05/18/94	<i>Int'l Class 9:</i> Computer for processing and their parts computer peripherals for data processing, included in this class, programs for treatment of information, data carriers carrying data and assimilable by machine <i>Int'l Class 16:</i> Printed matter <i>Int'l Class 42:</i> Establishment, updating, maintenance and rental of programs for treatment of information, establishment analysis of sets data processing, technical consultations in field information processing; all services and products of private individual in fields of assistance for management	Registered and Renewed May 2004	File Renewal by May 18, 2014

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TRADEMARK	COUNTRY	SERIAL NO./ FILING DATE/	REG. NO./ REG. DATE	INTERNATIONAL CLASS/ DESCRIPTION OF GOODS AND SERVICES	CURRENT STATUS	NEXT ACTION DUE
PILOT	Switzerland	620285 05/18/94 Madrid Protocol	620285 05/18/94	<i>Int'l Class 9:</i> Computer for processing and their parts computer peripherals for data processing, included in this class, programs for treatment of information, data carriers carrying data and assimilable by machine <i>Int'l Class 16:</i> Printed matter <i>Int'l Class 42:</i> Establishment, updating, maintenance and rental of programs for treatment of information, establishment analysis of sets data processing, technical consultations in field information processing; all services and products of private individual in fields of assistance for management	Registered and Renewed May 2004	File Renewal by May 18, 2014
PILOT	United Kingdom	1547061 10/31/94	1547061 06/20/97	<i>Int'l Class 9:</i> Computer software and computer programs; but not including any of the aforesaid goods utilizing or relating to the pilot computer programming language or to pilots or sea based navigational pilotage	Registered and Renewed October 31, 2004	File Renewal by October 31, 2014