

02-07-2001



101607151



01-23-2001

U.S. Patent & TMOs/TM Mail Rpt Dt. #10

U.S. Department of Commerce  
Patent and Trademark Office  
TRADEMARK

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

1-23-01

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

#### Submission Type

- New
- Resubmission (Non-Recordation)  
Document ID #
- Correction of PTO Error  
Reel #  Frame #
- Corrective Document  
Reel #  Frame #

#### Conveyance Type

- Assignment  License
- Security Agreement  Nunc Pro Tunc Assignment  
Effective Date  
Month Day Year
- Merger
- Change of Name
- Other

#### Conveying Party

Mark if additional names of conveying parties attached  
Execution Date  
Month Day Year

Name

Formerly

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other
- Citizenship/State of Incorporation/Organization

#### Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

State/Country

Zip Code

- Individual  General Partnership  Limited Partnership
- Corporation  Association
- Other

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Citizenship/State of Incorporation/Organization

02/06/2001 6TGN11 00000219 75911071

FOR OFFICE USE ONLY

01 FC=481  
02 FC=482

40.00 DP  
250.00 DP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK  
REEL: 002230 FRAME: 0838

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

312-602-2174

Name

Jeffrey H. Brown

Address (line 1)

D'Ancona & Pflaum LLC

Address (line 2)

111 E. Wacker Drive, Suite 2800

Address (line 3)

Chicago, IL 60601

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

#

29

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

**Trademark Application Number(s)**

**Registration Number(s)**

75911071	75911291	76146564
75911292	75911074	76146566
76146737	75911073	75911070


**Number of Properties**

Enter the total number of properties involved.

#

11

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

290.00

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

500387

Authorization to charge additional fees:

Yes

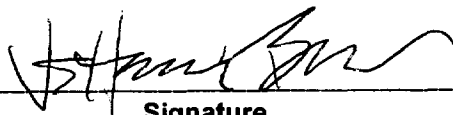
No

**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. Charges to deposit account are authorized, as indicated herein.

Jeffrey H. Brown

Name of Person Signing



Signature

1/23/2001

Date Signed

**RECORDATION FORM COVER SHEET  
CONTINUATION  
TRADEMARKS ONLY**

FORM PTO-1618C  
Expires 06/30/99  
OMB 0651-0027

U.S. Department of Commerce  
Patent and Trademark Office  
**TRADEMARK**

**Conveying Party**

Mark if additional names of conveying parties attached

Enter Additional Conveying Party

Execution Date  
Month Day Year

Name

Formerly

Individual     General Partnership     Limited Partnership     Corporation     Association

Other

Citizenship State of Incorporation/Organization

**Receiving Party**

Mark if additional names of receiving parties attached

Enter Additional Receiving Party

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)     
City State/Country Zip Code

Individual     General Partnership     Limited Partnership

Corporation     Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment)

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

**Trademark Application Number(s)**

**Registration Number(s)**

75911020	<input type="text"/>	<input type="text"/>
75911293	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

# INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "Agreement") is dated as of January 18, 2001, by CRITICAL DEVICES, INC., a Texas corporation having an office at 13155 Noel Road, Suite 600, Dallas, Texas 75207 ("Pledgor"), in favor of ASAP SOFTWARE EXPRESS, INC., an Illinois corporation, having an office at 850 Asbury Drive Buffalo, Illinois (the "Secured Party").

A. Pursuant to a Secured Loan Agreement and Note dated as of January 18, 2001 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Loan Agreement"; capitalized terms used herein and not defined shall have the meanings assigned to them in the Loan Agreement) by and between the Secured Party and Pledgor, the Secured Party has agreed to make to or for the account of Pledgor certain Loans.

B. It is a condition to the obligations of the Secured Party to make the Loans under the Loan Agreement that Pledgor execute and deliver this Agreement.

C. This Agreement is given by Pledgor in favor of the Secured Party to secure the payment and performance of all of the Secured Obligations (as defined in Section 2).

## AGREEMENTS

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Pledgor and the Secured Party hereby agree as follows:

Section 1. Pledge. As collateral security for the payment and performance when due of all the Secured Obligations, Pledgor hereby pledges, assigns, transfers and grants to the Secured Party a continuing first priority security interest in and to all of the right, title and interest of Pledgor in, to and under the following property, whether now existing or hereafter acquired (collectively, the "Pledged Collateral"):

(a) Patents issued or assigned to and all patent applications made by Pledgor, including, without limitation, the patents and patent applications listed on Schedule A hereto, along with any and all (i) inventions and improvements described and claimed therein, (ii) reissues, divisions, continuations, extensions and continuations-in-part thereof, (iii) income, royalties, damages, claims and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, and (iv) rights to sue for past, present and future infringements thereof (collectively, the "Patents");

(b) Trademarks (including service marks) and the goodwill accompanying such trademarks and service marks, federal and state trademark registrations and applications made by Pledgor, common law trademarks and trade names owned by or assigned to Pledgor and all registrations and applications for the foregoing, including,



without limitation, the registrations and applications listed on Schedule B hereto, along with any and all (i) renewals thereof, (ii) income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages, claims and payments for past or future infringements thereof, and (iii) rights to sue for past, present and future infringements thereof (collectively, the "Trademarks");

(c) Copyrights and mask works owned by or assigned to Pledgor, including, without limitation, the registrations and applications listed on Schedule C hereto, along with any and all (i) renewals and extensions thereof, (ii) income, royalties, damages, claims and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past, present or future infringements thereof, and (iii) rights to sue for past, present and future infringements thereof (collectively, the "Copyrights");

(d) License agreements and covenants not to sue or otherwise challenge or contest with any other party with respect to any Patent, Trademark, or Copyright listed on Schedule D hereto, along with any and all renewals, extensions, supplements and continuations thereof, (ii) income, royalties, damages, claims and payments now and hereafter due and/or payable to Pledgor with respect thereto, including, without limitation, damages and payments for past, present or future breaches thereof, (iii) rights to sue for past, present and future breaches thereof and (iv) any other rights to use, exploit or practice any or all of the Patents, Trademarks or Copyrights (collectively, the "Licenses"), in each case to the extent assignable;

(e) The entire goodwill of Pledgor's business (including goodwill associated with any Patents, Copyrights and Trademarks) and other general intangibles, including, without limitation, know-how, trade secrets, customer lists, proprietary information, inventions, methods, procedures and formulae connected with the use of and symbolized by the Trademarks of Pledgor; and

(f) all "proceeds" (as such term is defined in the Uniform Commercial Code as in effect in any relevant jurisdiction (the "UCC") or under other relevant law) of any of the foregoing, and in any event, including, without limitation, any and all (i) proceeds of any insurance (except payments made to a Person which is not a party to this Agreement), indemnity, warranty or guarantee payable to the Secured Party or to Pledgor from time to time with respect to any of the Pledged Collateral, (ii) payments (in any form whatsoever) made or due and payable to Pledgor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Pledged Collateral by any Governmental Authority (as hereinafter defined) (or any person acting under color of a Governmental Authority), (iii) instruments representing obligations to pay amounts in respect of any Patents, Trademarks or Copyrights, (iv) products of the Pledged Collateral and (v) other amounts from time to time paid or payable under or in connection with any of the Pledged Collateral.

Section 2. Secured Obligations. This Agreement secures, and the Pledged Collateral is collateral security for, the payment and performance in full when due, whether at stated maturity, by acceleration or otherwise (including, without limitation, the payment of



interest and other amounts which would accrue and become due but for the filing of a petition in bankruptcy or the operation of the automatic stay under Section 362(a) of the Bankruptcy Code, 11 U.S.C. § 362(a)), of (i) all Liabilities of Pledgor now existing or hereafter arising under or in respect of the Loan Agreement (including, without limitation, Pledgor's obligation to pay principal, interest and all other charges, fees, expenses, indemnities and other payments related to or in respect of the obligations contained in the Loan Agreement) and (ii) without duplication of the amounts described in clause (i), all obligations of Pledgor now existing or hereafter arising under or in respect of this Agreement or any other Transaction Document, other than the Services Agreement, including, without limitation, all charges, fees, expenses, commissions, reimbursements, premiums, indemnities and other payments related to or in respect of the obligations contained in this Agreement or in any other Transaction Document, other than in the Services Agreement in each case whether in the regular course of business or otherwise (the obligations described in clauses (i) and (ii), collectively, the "Secured Obligations").

Section 3. No Release. Nothing set forth in this Agreement shall relieve Pledgor from the performance of any term, covenant, condition or agreement on Pledgor's part to be performed or observed under or in respect of any of the Pledged Collateral or from any liability to any Person under or in respect of any of the Pledged Collateral or shall impose any obligation on the Secured Party to perform or observe any such term, covenant, condition or agreement on Pledgor's part to be so performed or observed or shall impose any liability on the Secured Party for any act or omission on the part of Pledgor relating thereto or for any breach of any representation or warranty on the part of Pledgor contained in this Agreement, or any other Transaction Document, or under or in respect of the Pledged Collateral or made in connection herewith or therewith. The obligations of Pledgor contained in this Section 3 shall survive the termination of this Agreement and the discharge of Pledgor's other obligations under this Agreement and the other Transaction Documents.

Section 4. Use and Pledge of Pledged Collateral. Unless an Event of Default shall have occurred and be continuing, the Secured Party shall from time to time execute and deliver, upon written request of Pledgor and at Pledgor's sole cost and expense, any and all instruments, certificates or other documents, in the form so requested, necessary or appropriate in the reasonable judgment of Pledgor to enable Pledgor to continue to exploit, license, use, enjoy and protect the Pledged Collateral throughout the world. Pledgor and the Secured Party acknowledge that this Agreement is intended to grant to the Secured Party a security interest in and Lien upon the Pledged Collateral and shall not constitute or create a present assignment of the Pledged Collateral.

Section 5. Supplements; Further Assurances. (a) Pledgor agrees that at any time and from time to time, it will execute and, at its sole cost and expense, file and re-file, or permit the Secured Party to file and refile, such financing statements, continuation statements and other documents (including, without limitation, this Agreement), in such offices (including, without limitation, the United States Patent and Trademark office and the United States Copyright office) as the Secured Party may deem necessary or appropriate, wherever required or permitted by law in order to perfect and preserve the rights and interests granted to the Secured Party hereunder.



(b) Pledgor hereby authorizes the Secured Party, without relieving Pledgor of any obligations hereunder, to file financing statements, continuation statements, amendments thereto and other documents, relative to all or any part thereof, without the signature of Pledgor where permitted by law, and Pledgor agrees to do such further acts and things, and to execute and deliver to the Secured Party such additional assignments, agreements, powers and instruments, as the Secured Party may deem necessary or appropriate, wherever required or permitted by law in order to perfect and preserve the rights and interests granted to the Secured Party hereunder or to carry into effect the purposes of this Agreement or better to assure and confirm unto the Secured Party its respective rights, powers and remedies hereunder. All of the foregoing shall be at the sole cost and expense of Pledgor.

Section 6. Representations, Warranties and Covenants. Pledgor hereby represents, warrants and covenants as follows:

(a) Necessary Filings. Upon the filing of financing statements and the acceptance thereof in the appropriate offices under the UCC and the filing of this Agreement and the acceptance thereof in the United States Patent and Trademark Office and the United States Copyright Office, the security interest granted to the Secured Party pursuant to this Agreement in and to the Pledged Collateral constitutes and hereafter will constitute a valid and duly perfected first priority security interest in the Pledged Collateral superior and prior to the rights of all other Persons therein other than the interest of the owner, licensor or other licensee in any Patent, Trademark or Copyright of which Pledgor is a licensee.

(b) No Liens. Pledgor is as of the date hereof, and as to Pledged Collateral acquired by it from time to time after the date hereof, Pledgor will be, the sole and exclusive owner or, as applicable, licensee of the Pledged Collateral free from any Lien or other right, title or interest of any Person other than the security interest created by this Agreement and the interest of the owner, licensor or other licensee in any Patent, Trademark or Copyright of which Pledgor is a licensee. Pledgor shall defend the Pledged Collateral against all claims and demands of all Persons at any time claiming any interest therein adverse to the Secured Party. Each of the Liens permitted by this Section 6(b) shall in all respects be subject and subordinate in priority to the Lien and security interests created and evidenced hereby except to the extent the law or regulation creating or authorizing such Lien provides that such Lien must be superior to the Lien and security interest created and evidenced hereby.

(c) Other Financing Statements. There is no financing statement (or similar statement or instrument of registration under the law of any jurisdiction) covering or purporting to cover any interest of any kind in the Pledged Collateral and, so long as the Secured Obligations remain unpaid, Pledgor shall not execute or authorize to be filed in any public office any financing statement (or similar statement or instrument of registration under the law of any jurisdiction) or statements relating to the Pledged Collateral, except, in each case, financing statements filed or to be filed in respect of and covering the security interests granted by Pledgor pursuant to this Agreement.

(d) Authorization; Enforceability. Pledgor has the requisite corporate power, authority and legal right to pledge and grant a security interest in all the Pledged Collateral pursuant to this Agreement, and this Agreement constitutes the legal, valid and binding



obligation of Pledgor, enforceable against Pledgor in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or limiting creditors, rights generally or by equitable principles relating to enforceability.

(e) No Consents, etc. No consent of any party (including, without limitation, stockholders or creditors of Pledgor) and no consent, authorization, approval, license, or other action by, and no notice to or filing with, any Governmental Authority or regulatory body or other Person is required for the execution, delivery or performance of this Agreement by Pledgor, (y) the assignment of, and the grant of a Lien (including the priority thereof) on and security interest in, the Pledged Collateral by Pledgor in the manner and for the purpose contemplated by this Agreement or (z) the exercise by the Secured Party of the remedies in respect of the Pledged Collateral pursuant to this Agreement, except, in each case, for such consents, authorizations, actions, approvals, notices and filings as are contemplated under the Transaction Documents, all of which have been or will be obtained or made as and when required thereby.

(f) No Claims. Pledgor owns or has rights to use all the Pledged Collateral and all rights with respect to any of the foregoing used in, necessary for or material to Pledgor's business. The use by Pledgor of such Pledged Collateral and all such rights with respect to the foregoing does not, to the best knowledge of Pledgor, infringe on the rights of any Person. No claim has been made and remains outstanding that Pledgor's use of the Pledged Collateral does or may violate the rights of any third person.

(g) Pledged Collateral. Schedules A, B, C and D hereto, respectively, are true, accurate and complete lists as of the date hereof of all issued, registered or applied for Patents, Trademarks, Copyrights (since 1978) and Licenses owned by Pledgor.

#### Section 7. Covenants Concerning Pledged Collateral.

(a) Protection of the Secured Party's Security. On a continuing basis, Pledgor shall, at its sole cost and expense, make, execute, acknowledge and deliver, and file and record in the proper filing and recording offices, all such instruments or documents, including, without limitation, appropriate financing and continuation statements and collateral agreements, and take all such action as may be deemed necessary by the Secured Party to carry out the intent and purposes of this Agreement, to assure and confirm to the Secured Party the grant or perfection of a first priority security interest in the Pledged Collateral for the benefit of the Secured Party, and to enable the Secured Party to exercise and enforce its rights and remedies hereunder with respect to any Pledged Collateral. Without limiting the generality of the foregoing, Pledgor (i) shall not enter into any agreement that would impair or conflict with Pledgor's obligations hereunder; (ii) shall, from time to time, upon the Secured Party's request, cause its books and records to be marked with such legends or segregated in such manner as the Secured Party may reasonably specify and take or cause to be taken such other action and adopt such procedures as the Secured Party may reasonably specify to give notice to or to perfect the security interest in the Pledged Collateral intended to be conveyed hereby; (iii) shall, promptly following its becoming aware thereof, notify the Secured Party of (A) any adverse determination in any proceeding in the United States Patent and Trademark office or the United States Copyright





Office with respect to any Patent, Trademark or Copyright, or (B) the institution of any proceeding or any adverse determination in any federal, state or local court or administrative body regarding Pledgor's claim of ownership in or right to use any of the Pledged Collateral, its right to register the Pledged Collateral, or its right to keep and maintain such registration in full force and effect; (iv) shall maintain and protect the Pledged Collateral necessary for or material to Pledgor's business; (v) shall not permit to lapse or become abandoned any Pledged Collateral necessary for or material to Pledgor's business, and shall not settle or compromise, in any manner adverse to Pledgor or the Secured Party, any pending or future litigation or administrative proceeding with respect to the Pledged Collateral necessary for or material to Pledgor's business, in each case, without the consent of the Secured Party; (vi) upon Pledgor obtaining knowledge thereof, shall promptly notify the Secured Party in writing of any event which may reasonably be expected to adversely affect the value or utility of the Pledged Collateral or any portion thereof necessary for or material to Pledgor's business, the ability of Pledgor or the Secured Party to dispose of the Pledged Collateral or any portion thereof or the rights and remedies of the Secured Party in relation thereto, including, without limitation, a levy or threat of levy or any legal process against the Pledged Collateral or any portion thereof; (vii) shall not license the Pledged Collateral other than licenses entered into by Pledgor in, or incidental to, the ordinary course of business, or amend or permit the amendment of any of the licenses in a manner that adversely affects the right to receive payments thereunder, or in any manner that would impair the value of the Pledged Collateral or the Lien on the Pledged Collateral intended to be granted to the Secured Party without the consent of the Secured Party; (viii) until the Secured Party exercises its rights to make collection, shall diligently keep adequate records respecting the Pledged Collateral; (ix) shall furnish to the Secured Party from time to time statements and amended schedules further identifying and describing the Pledged Collateral and such other materials evidencing or reports pertaining to the Pledged Collateral as the Secured Party may from time to time reasonably request, all in reasonable detail; (x) shall pay when due any and all taxes, levies, maintenance fees, charges, assessments, license fees and similar taxes or impositions payable in respect of each item of Pledged Collateral, subject to its right to contest the same in good faith and through appropriate proceedings; and (xi) shall comply with all laws, rules and regulations applicable to the Pledged Collateral the failure to comply with which would have an adverse effect on the value or use of the Pledged Collateral or an adverse effect on the Lien on the Pledged Collateral granted to the Secured Party hereunder.

(b) After-Acquired Property. If Pledgor shall, at any time before the Secured Obligations have been paid (i) obtain any rights to any additional Pledged Collateral or (ii) become entitled to the benefit of any additional Pledged Collateral or any renewal or extension thereof, including any reissue, division, continuation, or continuation-in-part of any Patent, or any improvement on any Patent, the provisions of this Agreement shall automatically apply thereto and any such item enumerated in clause (i) or (ii) with respect to Pledgor shall automatically constitute Pledged Collateral if such would have constituted Pledged Collateral at the time of execution of this Agreement, and be subject to the Lien created by this Agreement without further action by any party other than actions required to perfect such Lien. Pledgor shall promptly provide to the Secured Party written notice of any of the foregoing. Pledgor agrees, promptly following a request by the Secured Party, to confirm the attachment of the Lien created by this Agreement to any rights described in clauses (i) and (ii) above if such would have constituted Pledged Collateral at the time of execution of this Agreement by execution of an instrument in form reasonably acceptable to the Secured Party.



(c) Modifications. Pledgor authorizes the Secured Party to modify this Agreement by amending Schedules A, B, C and D hereto to include any future Pledged Collateral of Pledgor, including, without limitation, any of the items listed in Section 7(b).

(d) Applications. Pledgor shall diligently prosecute all applications for the Patents, the Trademarks or the Copyrights now or hereafter pending the registration of which would be necessary for or material to Pledgor's business to which any such applications pertain, and shall do all acts necessary to preserve and maintain all rights in the Pledged Collateral necessary for or material to Pledgor's business. Any and all costs and expenses incurred in connection with any such actions shall be borne by Pledgor. Pledgor shall not abandon or withdraw any pending Patent, Trademark or Copyright application or any Patent, Trademark or Copyright the registration of which would be necessary for or material to Pledgor's business without the consent of the Secured Party.

Section 8. Transfers and Other Liens. Pledgor shall not (i) sell, convey, assign or otherwise dispose of, or grant any option with respect to, any of the Pledged Collateral other than licenses entered into by Pledgor in, or incidental to, the ordinary course of business or (ii) create or permit to exist any Lien upon or with respect to any of the Pledged Collateral, other than the Lien granted to the Secured Party pursuant to this Agreement and Liens permitted by Section 6(b) hereof but only to the extent thereof.

Section 9. Reasonable Care. The Secured Party shall be deemed to have exercised reasonable care in the custody and preservation of the Pledged Collateral in its possession if such Pledged Collateral is accorded treatment substantially equivalent to that which the Secured Party, in its individual capacity, accords its own property of substantially the same nature and quality, it being understood that the Secured Party shall not have responsibility for taking any necessary steps to preserve rights against any Person with respect to any Pledged Collateral.

Section 10. Remedies Upon Default.

(a) Remedies; Disposition of Collateral. If any Event of Default shall have occurred, then and in every such case, the Secured Party may,

(i) to the full extent permitted by law, and without advertisement, hearing or process of law of any kind, (A) exercise any and all rights as beneficial and legal owner of the Pledged Collateral, including, without limitation, perfecting assignment of any and all consensual rights and powers with respect to the Pledged Collateral and (B) sell or assign or grant a license to use, or cause to be sold or assigned or a license granted to use any or all of the Pledged Collateral (in the case of Trademarks, along with the goodwill associated therewith) or any part thereof, in each case, free of all rights and claims of Pledgor therein and thereto. In that connection, the Secured Party shall have the right to cause any or all of the Pledged Collateral to be transferred of record into the name of the Secured Party or its nominee and the right to impose (1) such limitations and restrictions on the sale or assignment of the Pledged Collateral as the Secured Party may deem to be necessary or appropriate to comply with any law, rule or regulation (federal, state or local) having applicability to the sale or assignment, and (2) any necessary or appropriate requirements for any required governmental approvals or consents;



(ii) Exercise in respect of the Pledged Collateral, in addition to other rights and remedies provided for herein or otherwise available to it, all the rights and remedies of a secured party on default under the UCC to the extent permitted by applicable law and whether or not the UCC is applicable thereto. Pledgor acknowledges and agrees that, to the extent notice of sale shall be required by law, ten days' notice to Pledgor of the time and place of any public sale or of the time after which any private sale or other intended disposition is to take place shall constitute commercially reasonable notification of such matters. No notification need be given to Pledgor if it has signed, after the occurrence of an Event of Default, a statement renouncing or modifying any right to notification of sale or other intended disposition;

(iii) The Secured Party or any of its Affiliates may be the purchaser of any or all of the Pledged Collateral at any public or private sale and shall be entitled, for the purpose of bidding and making settlement or payment of the purchase price for all or any portion of the Pledged Collateral sold at such sale, to use and apply any of the Secured Obligations owed to such Person as a credit on account of the purchase price of such item of Collateral payable by such Person at such sale. Each purchaser at any such sale shall acquire the property sold absolutely free from any claim or right on the part of Pledgor, and Pledgor hereby waives, to the fullest extent permitted by law, all rights of redemption, stay and/or appraisal which it now has or may at any time in the future have under any rule of law or statute now existing or hereafter enacted. The Secured Party shall not be obligated to make any sale of Pledged Collateral regardless of notice of sale having been given. The Secured Party may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned. Pledgor hereby waives, to the fullest extent permitted by applicable law, any claims against the Secured Party arising by reason of the fact that the price at which any Pledged Collateral may have been sold at such a private sale was less than the price which might have been obtained at a public sale, even if the Secured Party accepts the first offer received and does not offer such Pledged Collateral to more than one offeree.

(b) (i) Waiver of Notice and Claims. Pledgor hereby waives, to the fullest extent permitted by applicable law, any and all notices, advertisements, hearings or process of law in connection with the exercise by the Secured Party of any of its rights and remedies hereunder. The Secured Party shall not be liable to any Person for any incorrect or improper payment made pursuant to this Section 10 in the absence of gross negligence or willful misconduct.

(ii) Pledgor hereby waives, to the fullest extent permitted by applicable law, notice or judicial hearing in connection with the Secured Party's taking possession or the Secured Party's disposition of any of the Pledged Collateral, including, without limitation, any and all prior notice and hearing for any prejudgment remedy or remedies and any such right which Pledgor would otherwise have under law, and Pledgor hereby further waives to the extent permitted by applicable law: (A) all damages occasioned by such taking of possession; (B) all other requirements as to the time, place and terms of sale or other requirements with respect to the enforcement of the Secured Party's rights hereunder; and (C) all rights of redemption, appraisal, valuation, stay, extension or moratorium now or hereafter in force under any applicable law. Any sale of, or the grant of options to purchase, or any other realization upon, any Pledged Collateral shall operate to divest all right, title, interest, claim and demand, either at



law or in equity, of Pledgor therein and thereto, and shall be a perpetual bar both at law and in equity against Pledgor and against any and all Persons claiming or attempting to claim the Pledged Collateral so sold, optioned or realized upon, or any part thereof, from, through or under Pledgor.

Section 11. Application of Proceeds. The proceeds received by the Secured Party in respect of any sale of, collection from or other realization upon all or any part of the Pledged Collateral pursuant to the exercise by the Secured Party of its remedies as a secured creditor as provided in Section 10 hereof shall be applied, together with any other sums then held by the Secured Party pursuant to this Agreement, promptly by the Secured Party as follows:

First, to the payment of all costs and expenses, fees, commissions and taxes of such sale, collection or other realization, including, without limitation, compensation to the Secured Party and its agents and counsel, and all expenses, liabilities and advances made or incurred by the Secured Party in connection therewith, together with interest on each such amount at the highest rate then in effect under the Loan Agreement from and after the date such amount is due, owing or unpaid until paid in full;

Second, without duplication of the foregoing, to the payment of all other costs and expenses of such sale, collection or other realization, including, without limitation, compensation to the Secured Party and their agents and counsel and all costs, liabilities and advances made or incurred by the Secured Party in connection therewith, together with interest on each such amount at the highest rate then in effect under the Loan Agreement from and after the date such amount is due, owing or unpaid until paid in full;

Third, without duplication of amounts applied pursuant to clauses First and Second above, to the indefeasible payment in full in cash of the Secured Obligations in accordance with the terms of the Loan Agreement; and

Fifth, the balance, if any, to the Person lawfully entitled thereto (including Pledgor or its successors or assigns).

Section 12. Expenses. Pledgor will upon demand pay to the Secured Party the amount of any and all expenses, including the fees and expenses of its counsel and the fees and expenses of any experts and agents, which the Secured Party may incur in accordance herewith in connection with (i) the collection of the Secured obligations, (ii) the enforcement and administration of this Agreement, (iii) the custody or preservation of, or the sale of, collection from, or other realization upon, any of the Pledged Collateral, (iv) the exercise or enforcement of any of the rights of the Secured Party hereunder or (v) the failure by Pledgor to perform or observe any of the provisions hereof. All amounts payable by Pledgor under this Section 12 shall be due upon demand and shall be part of the Secured Obligations. Pledgor's obligations under this Section 12 shall survive the termination of this Agreement and the discharge of Pledgor's other obligations hereunder.

Section 13. No Waiver; Cumulative Remedies.

(a) No failure on the part of the Secured Party to exercise, no course of dealing with respect to, and no delay on the part of the Secured Party in exercising, any right,



power or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any such right, power or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right, power or remedy. The remedies herein provided are cumulative and are not exclusive of any remedies provided by law.

(b) In the event the Secured Party shall have instituted any proceeding to enforce any right, power or remedy under this instrument by foreclosure, sale or otherwise, and such proceeding shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Secured Party, then and in every such case, Pledgor and the Secured Party shall be restored, subject to such determination, to their respective former positions and rights hereunder with respect to the Pledged Collateral, and all rights, remedies and powers of the Secured Party shall continue as if no such proceeding had been instituted.

Section 14. Secured Party Appointed Attorney-in-Fact. If Pledgor shall fail to do, as and when due (subject to applicable grace or cure periods), any act or thing that it has covenanted to do hereunder or any warranty on the part of Pledgor contained herein shall be breached, the Secured Party may (but shall not be obligated to) do the same or cause it to be done, or remedy any such breach, and may expend funds for such purpose. Any and all amounts so expended by the Secured Party shall be paid by Pledgor promptly upon demand therefor, with interest at the highest rate then in effect under the Loan Agreement during the period from and including the date on which such funds were so expended to the date of repayment. Pledgor's obligations under this Section 14 shall survive the termination of this Agreement and the discharge of Pledgor's other obligations under this Agreement, the Loan Agreement and the other Transaction Documents. Upon an Event of Default, Pledgor hereby appoints the Secured Party its attorney-in-fact with an interest, with full authority in the place and stead of Pledgor and in the name of Pledgor, or otherwise, from time to time in the Secured Party's discretion to take any action and to execute any instrument consistent with the terms of this Agreement and the other Transaction Documents which the Secured Party may deem necessary or advisable to accomplish the purposes of this Agreement. The foregoing grant of authority is a power of attorney coupled with an interest and such appointment shall be irrevocable for the term of this Agreement. Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof, except to the extent the same constitutes gross negligence or willful misconduct.

Section 15. Indemnity.

(a) Indemnity. Pledgor agrees to indemnify, pay and hold harmless the Secured Party and the officers, directors, employees, agents and Affiliates of the Secured Party (collectively called the "Indemnitees") from and against any and all other liabilities, obligations, losses, damages, penalties, actions, judgments, suits, claims, costs (including, without limitation, settlement costs), expenses or disbursements of any kind or nature whatsoever (including, without limitation, the fees and disbursements of counsel for such Indemnitees in connection with any investigative, administrative or judicial proceeding commenced or threatened, whether or not such Indemnitee shall be designated a party thereto), which may be imposed on, incurred by, or asserted against that Indemnitee, in any manner relating to or arising out of this Agreement (including, without limitation, any misrepresentation by Pledgor in this Agreement) (the "indemnified liabilities"); provided that Pledgor shall have no obligation to an Indemnitee hereunder with respect to indemnified liabilities if it has been determined by a final decision



(after all appeals and the expiration of time to appeal) of a court of competent jurisdiction that such indemnified liabilities arose from the gross negligence or willful misconduct of that Indemnitee. To the extent that the undertaking to indemnify, pay and hold harmless set forth in the preceding sentence may be unenforceable because it is violative of any law or public policy, Pledgor shall contribute the maximum portion which it is permitted to pay and satisfy under applicable law, to the payment and satisfaction of all indemnified liabilities incurred by the Indemnitees or any of them.

(b) Survival. The obligations of Pledgor contained in this Section 15 shall survive the termination of this Agreement and the discharge of Pledgor's other obligations under this Agreement, the Loan Agreement and under the other Transaction Documents.

(c) Reimbursement. Any amounts paid by any Indemnitee as to which such Indemnitee has the right to reimbursement shall constitute Secured Obligations secured by the Pledged Collateral.

#### Section 16. Litigation.

(a) Unless there shall occur an Event of Default, Pledgor shall have the right to commence and prosecute in its own name, as real party in interest, for its own benefit and at its sole cost and expense, such applications for protection of the Pledged Collateral, suits, proceedings or other actions for infringement, counterfeiting, unfair competition, dilution or other damage as are in its reasonable business judgment necessary to protect the Pledged Collateral. Pledgor shall promptly notify the Secured Party in writing as to the commencement and prosecution of any such actions, or threat thereof relating to the material Pledged Collateral and shall provide to the Secured Party such information with respect thereto as may be reasonably requested by the Secured Party. Pledgor shall indemnify and hold harmless each Secured Party for any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, expenses or disbursements (including attorneys, fees and expenses) of any kind whatsoever which may be imposed on, incurred by or asserted against such Secured Party in connection with or in any way arising out of such suits, proceedings or other actions.

(b) Upon the occurrence of an Event of Default, the Secured Party shall have the right but shall in no way be obligated to file applications for protection of the Pledged Collateral and/or bring suit in the name of Pledgor or the Secured Party to enforce the Pledged Collateral and any license thereunder; in the event of such suit, Pledgor shall, at the request of the Secured Party, do any and all lawful acts and execute any and all documents requested by the Secured Party in aid of such enforcement and Pledgor shall promptly, upon demand, reimburse and indemnify the Secured Party, as the case may be, for all costs and expenses (including fees and expenses of counsel) incurred by the Secured Party in the exercise of its rights under this Section 16. In the event that the Secured Party shall elect not to bring suit to enforce the Pledged Collateral, Pledgor agrees, at the request of the Secured Party, to use all reasonable measures, whether by action, suit, proceeding or otherwise, to prevent the infringement, counterfeiting or other diminution in value of any of the Pledged Collateral by others and for that purpose agrees to diligently maintain any action, suit or proceeding against any person so infringing necessary to prevent such infringement unless Pledgor has determined that the Pledged Collateral that is the subject of any pending or contemplated infringement or enforcement action or proceeding does



not contain or represent any value or utility (other than of an immaterial nature), consistent with prudent business practice.

Section 17. Modification in Writing. No amendment, modification, supplement, termination or waiver of or to any provision of this Agreement, nor consent to any departure by any party hereto therefrom, shall be effective unless the same shall be in writing and signed by the party or parties to be charged therewith. Any amendment, modification or supplement of or to any provision of this Agreement, any waiver of any provision of this Agreement and any consent to any departure by any party hereto from the terms of any provision of this Agreement shall be effective only in the specific instance and for the specific purpose for which made or given. Except where notice is specifically required by this Agreement or any other Transaction Document, no notice to or demand on Pledgor in any case shall entitle Pledgor to any other or further notice or demand in similar or other circumstances.

Section 18. Termination; Release. When all the Secured Obligations have been paid in full and the commitments of the Secured Party to make any Loans under the Loan Agreement shall have expired or been sooner terminated, this Agreement shall terminate. Upon termination of this Agreement, the Secured Party shall, upon the request and at the sole cost and expense of Pledgor, forthwith assign, transfer and deliver to Pledgor, against receipt and without recourse to or warranty by the Secured Party, such of the Pledged Collateral to be released (in the case of a release) as shall not have been sold or otherwise applied pursuant to the terms hereof, and with respect to any other Pledged Collateral not so sold or transferred, proper instruments (including UCC termination statements on Form UCC-3 and documents suitable for recordation in the United States Patent and Trademark Office, the United States Copyright Office or similar domestic or foreign authority) acknowledging the termination of this Agreement or the release of such Pledged Collateral, as the case may be.

Section 19. Definitions. The following terms shall have the following meanings:

"Governmental Authority" means any federal, state, local, foreign or other governmental or administrative (including self-regulatory) body, instrumentality, department or agency or any court, tribunal, administrative hearing body, arbitration panel, commission or other similar dispute-resolving body including, without limitation, those governing the regulation and protection of the environment.

"Lien" means any mortgage, pledge, security interest, encumbrance, lien, claim, hypothecation, assignment for security or charge of any kind.

Section 20. Notices. Unless otherwise provided herein or in the Loan Agreement, any notice or other communication herein required or permitted to be given shall be given in the manner set forth in the Loan Agreement, as to either party, addressed to it at the address set forth in the Loan Agreement or at such other address as shall be designated by such party in a written notice to the other party complying as to delivery with the terms of this Section 20.



Section 21. Continuing Security Interest: Assignment. This Agreement shall create a continuing security interest in the Pledged Collateral and shall (i) be binding upon Pledgor, its successors and assigns and (ii) inure, together with the rights and remedies of the Secured Party hereunder, to the benefit of the Secured Party and each of its successors, transferees and assigns; no other Persons (including, without limitation, any other creditor of Pledgor) shall have any interest herein or any right or benefit with respect hereto.

Section 22. GOVERNING LAW: TERMS. THIS AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF ILLINOIS, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS.

Section 23. JURISDICTION; WAIVER OF JURY TRIAL. IN CONNECTION WITH ANY MATTER OR DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER TRANSACTION DOCUMENT, THE PLEDGOR HEREBY (A) CONSENTS, AT THE SECURED PARTY'S ELECTION AND WITHOUT LIMITING THE SECURED PARTY'S RIGHT TO COMMENCE AN ACTION IN ANY OTHER JURISDICTION, TO THE JURISDICTION AND VENUE OF ANY COURT (FEDERAL OR STATE) SITUATED IN COOK COUNTY, ILLINOIS, (B) WAIVES ANY OBJECTION TO IMPROPER VENUE AND FORUM NON CONVENIENS, AND (C) CONSENTS TO SERVICE OF PROCESS BY CERTIFIED MAIL, POSTAGE PREPAID, ADDRESSED TO THE PLEDGOR AT ITS ADDRESS FOR NOTICES PROVIDED ABOVE. THE SECURED PARTY'S HEREBY WAIVES TRIAL BY JURY IN ALL PROCEEDINGS ARISING IN CONNECTION WITH THIS AGREEMENT, ANY OTHER TRANSACTION DOCUMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY.

Section 24. Severability of Provisions. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

Section 25. Execution in Counterparts. This Agreement and any amendments, waivers, consents or supplements hereto may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original, but all such counterparts together shall constitute one and the same agreement.

Section 26. Headings. The Section headings used in this Agreement are for convenience of reference only and shall not affect the construction of this Agreement.

Section 27. Obligations Absolute. All obligations of Pledgor hereunder shall be absolute and unconditional irrespective of:

(i) any bankruptcy, insolvency, reorganization, arrangement, readjustment, composition, liquidation, or the like of Pledgor;





(ii) any lack of validity or enforceability of the Loan Agreement or any other Transaction Document, or any other agreement or instrument relating thereto;

(iii) any change in the time, manner or place of payment of, or in any other term of, all or any of the Secured Obligations, or any other amendment or waiver of or any consent to any departure from the Loan Agreement or any other Transaction Document, or any other agreement or instrument relating thereto;

(iv) any exchange, release or non-perfection of any other collateral, or any release or amendment or waiver of or consent to any departure from any guarantee, for all or any of the Secured Obligations;

(v) any exercise or non-exercise, or any waiver of any right, remedy, power or privilege under or in respect of this Agreement or any other Transaction Document except as specifically set forth in a waiver granted pursuant to the provisions of Section 17 hereof; or

(vi) any other circumstances which might otherwise constitute a defense available to, or a discharge of, Pledgor.

Section 28. Future Advances. This Agreement shall secure the payment of any amounts advanced from time to time pursuant to the Loan Agreement.

IN WITNESS WHEREOF, Pledgor and the Secured Party have caused this Agreement to be duly executed and delivered by their duly authorized officers as of the date first above written.

CRITICAL DEVICES, INC.,  
as Pledgor

By: \_\_\_\_\_

Name: Andrew Lau

Title: PRESIDENT

ASAP SOFTWARE EXPRESS, INC.,  
as the Secured Party

By: \_\_\_\_\_

Name:

Title:



(ii) any lack of validity or enforceability of the Loan Agreement or any other Transaction Document, or any other agreement or instrument relating thereto;

(iii) any change in the time, manner or place of payment of, or in any other term of, all or any of the Secured Obligations, or any other amendment or waiver of or any consent to any departure from the Loan Agreement or any other Transaction Document, or any other agreement or instrument relating thereto;

(iv) any exchange, release or non-perfection of any other collateral, or any release or amendment or waiver of or consent to any departure from any guarantee, for all or any of the Secured Obligations;

(v) any exercise or non-exercise, or any waiver of any right, remedy, power or privilege under or in respect of this Agreement or any other Transaction Document except as specifically set forth in a waiver granted pursuant to the provisions of Section 17 hereof; or

(vi) any other circumstances which might otherwise constitute a defense available to, or a discharge of, Pledgor.

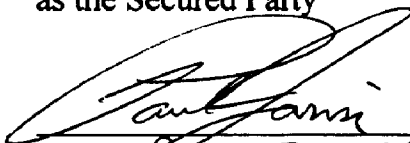
Section 28. Future Advances. This Agreement shall secure the payment of any amounts advanced from time to time pursuant to the Loan Agreement.

IN WITNESS WHEREOF, Pledgor and the Secured Party have caused this Agreement to be duly executed and delivered by their duly authorized officers as of the date first above written.

CRITICAL DEVICES, INC.,  
as Pledgor

By: \_\_\_\_\_  
Name:  
Title:

ASAP SOFTWARE EXPRESS, INC.,  
as the Secured Party

By:   
Name: Paul Jarvie  
Title: President

Schedule A

**Critical Devices, Inc. Case Status Report**

**BB Case No:** 066782.0102      **Case Type:** ORD  
**Client Ref:**      **Application No:** 09/415191  
**Country:** United States of America      **Filing Date:** 10/07/1999  
**Owner:** Critical Devices, Inc.      **Status:** Pending  
**Remarks:**  
**Related Cases:** 066782.0130 US Pending; 066782.0126 US Pending; 066782.0133 US Pending; 066782.0137 US Pending; 066782.0139 US Pending; 066782.0143 WO Pending

**Title:** Method and System for Remote Device Monitoring  
**Inventors:** Bauer, Bradley W.; Levi, Andrew E.; Woldberg, Robert C.  
**Outstanding Actions:**  
 Review Foreign Art Final      21-Jan-2001

**BB Case No:** 066782.0103      **Case Type:** ORD  
**Client Ref:**      **Application No:** 09/415044  
**Country:** United States of America      **Filing Date:** 10/07/1999  
**Owner:** Critical Devices, Inc.      **Status:** Pending  
**Remarks:**  
**Related Cases:** 066782.0130 US Pending; 066782.0126 US Pending; 066782.0133 US Pending; 066782.0137 US Pending; 066782.0139 US Pending; 066782.0144 WO Pending

**Title:** Method and System for Providing Technical Support with User Approval  
**Inventors:** Levi, Andrew E.  
**Outstanding Actions:**  
 Review Foreign Art Final      21-Jan-2001

**BB Case No:** 066782.0126      **Case Type:** CIP  
**Client Ref:**      **Application No:** 09/568083  
**Country:** United States of America      **Filing Date:** 05/09/2000  
**Owner:** Critical Devices, Inc.      **Status:** Pending  
**Remarks:**  
**Related Cases:** 066782.0102 US Pending; 066782.0103 US Pending; 066782.0104 US Abandoned; 066782.0151 WO Pending

**Title:** Method and System for Device Registration  
**Inventors:** Levi, Andrew E.  
**Outstanding Actions:**  
 Information Disclosure Stmt      09-Aug-2000  
 Review Foreign Art Final      21-Jan-2001  
 Application Status Check      09-Nov-2001

# Critical Devices, Inc. Case Status Report

**BB Case No:** 066782.0130  
**Client Ref:**  
**Country:** United States of America  
**Owner:** Critical Devices, Inc.  
**CaseType:** CIP  
**Application No:** 09/568454  
**Filing Date:** 05/09/2000  
**Status:** Pending  
**Title:** Method and System for Uniform Resource Locator Status Tracking  
**Inventors:** Levi, Andrew E.

**Remarks:**  
**Related Cases:** 066782.0102 US Pending; 066782.0103 US Pending; 066782.0104 US Abandoned; 066782.0152 WO Pending

**Outstanding Actions:**

Information Disclosure Stmt	09-Aug-2000
Review Foreign Art Final	21-Jan-2001
Application Status Check	09-Nov-2001

**BB Case No:** 066782.0133  
**Client Ref:**  
**Country:** United States of America  
**Owner:** Critical Devices, Inc.  
**CaseType:** CIP  
**Application No:** 09/567656  
**Filing Date:** 05/09/2000  
**Status:** Pending  
**Title:** Method and System for Simple Network Management Protocol Status Tracking  
**Inventors:** Levi, Andrew E.

**Remarks:**  
**Related Cases:** 066782.0102 US Pending; 066782.0103 US Pending; 066782.0104 US Abandoned; 066782.0150 WO Pending

**Outstanding Actions:**

Information Disclosure Stmt	09-Aug-2000
Review Foreign Art Final	21-Jan-2001
Application Status Check	09-Nov-2001

**BB Case No:** 066782.0134  
**Client Ref:**  
**Country:** United States of America  
**Owner:** Critical Devices, Inc.  
**CaseType:** PRO  
**Application No:** 60/188452  
**Filing Date:** 03/10/2000  
**Status:** Pending  
**Title:** Internet-Based Corporate Asset Management  
**Inventors:**

**Remarks:**  
**Related Cases:** 066782.0139 US Pending

**Outstanding Actions:**

Foreign Filing Due/Atty	10-Feb-2001
Foreign Filing Due/LA	10-Feb-2001
U.S. Filing Due	10-Feb-2001
Foreign Filing Due/Atty	10-Mar-2001
Foreign Filing Due/LA	10-Mar-2001
U.S. Filing Due	10-Mar-2001

# Critical Devices, Inc. Case Status Report

**BB Case No:** 066782.0137      **CaseType:** CIP  
**Client Ref:**      **Application No:** 09/568082  
**Country:** United States of America      **Filing Date:** 05/09/2000  
**Owner:** Critical Devices, Inc.      **Status:** Pending  
**Remarks:**  
**Related Cases:** 066782.0102 US Pending; 066782.0103 US Pending; 066782.0104 US Abandoned; 066782.0149 WO Pending

**Title:** Method and System for Device Tracking  
**Inventors:** Levi, Andrew E.  
**Outstanding Actions:**

Information Disclosure Stmtnt	09-Aug-2000
Review Foreign Art Final	21-Jan-2001
Corrected Assignment Follow Up	13-May-2001
Application Status Check	09-Nov-2001

**BB Case No:** 066782.0138 1      **CaseType:** CVP  
**Client Ref:**      **Application No:** 09/640043  
**Country:** United States of America      **Filing Date:** 08/15/2000  
**Owner:** Critical Devices, Inc.      **Status:** Pending  
**Remarks:**  
**Related Cases:** 066782.0138 US Closed

**Title:** Method and System for Software Inventory Management Using a Global Central Repository  
**Inventors:** Bauer, Bradley W.; Levi, Andrew E.; Odom, Daniel W.

**Outstanding Actions:**

Information Disclosure Stmtnt	15-Nov-2000
Assignment	28-Nov-2000
Oath/Declaration	28-Nov-2000
6 Mo. Foreign Filing Reminder	10-Jan-2001
Review Foreign Art Final	21-Jan-2001
Oath/Declaration Deadline	28-Mar-2001
9 Mo. Foreign Filing Reminder	10-Apr-2001
Foreign Filing Due/Atty	10-Jun-2001
Foreign Filing Due/LA	10-Jun-2001
Foreign Filing Due/Atty.	10-Jul-2001
Foreign Filing Due/LA	10-Jul-2001
Application Status Check	15-Feb-2002

# Critical Devices, Inc. Case Status Report

**BB Case No:** 066782.0139

**Client Ref:**

**Country:** United States of America

**Owner:** Critical Devices, Inc.

**Remarks:**

**Related Cases:** 066782.0102 US Pending; 066782.0103 US Pending; 066782.0104 US Abandoned; 066782.0134 US Pending; 066782.0148 WO Pending

**Case Type:** CIP

**Application No:** 09/567852

**Filing Date:** 05/09/2000

**Status:** Pending

**Title:** Method and System for Device Status Tracking

**Inventors:** Levi, Andrew E.

**Outstanding Actions:**

Information Disclosure Stmt	09-Aug-2000
Review Foreign Art Final	21-Jan-2001
Application Status Check	09-Nov-2001

**BB Case No:** 066782.0143

**Client Ref:**

**Country:** Patent Cooperation Treaty

**Owner:** Critical Devices, Inc.

**Remarks:**

**Related Cases:** 066782.0102 US Pending

**Case Type:** ORD

**Application No:** US00/27255

**Filing Date:** 10/03/2000

**Status:** Pending

**Title:** Method and System for Remote Device Monitoring

**Inventors:** Bauer, Bradley W.; Levi, Andrew E.; Woldberg, Robert C.

**Outstanding Actions:**

Transmittal to Client	27-Jan-2001
Form IB/304	07-Feb-2001
Search Report	07-Mar-2001
File Demand	07-Apr-2001
Demand for Examination	07-May-2001
Publication with Form IB/308	07-May-2001
Chap. I National Filing	07-May-2001
Chapter I National Filing	07-Jun-2001
Form IPEA/402	07-Jun-2001
Form IB/332	07-Jul-2001
Written Opinion	07-Oct-2001
Examination Report	07-Feb-2002
Chap. II National Filing	07-Mar-2002
Chapter II National Filing	07-Apr-2002

# Critical Devices, Inc. Case Status Report

**BB Case No:** 066782.0144      **CaseType:** ORD      **Title:** Method and System for Providing Technical Support with User Approval  
**Client Ref:**      **Application No:** US00/27256  
**Country:** Patent Cooperation Treaty      **Filing Date:** 10/03/2000      **Inventors:** Levi, Andrew E.  
**Owner:** Critical Devices, Inc.      **Status:** Pending

**Remarks:**

**Related Cases:** 066782.0103 US Pending

**Outstanding Actions:**

Form IB/304	07-Feb-2001
Search Report	07-Mar-2001
File Demand	07-Apr-2001
Chap. I National Filing	07-May-2001
Demand for Examination	07-May-2001
Publication with Form IB/308	07-May-2001
Chapter I National Filing	07-Jun-2001
Form IPEA/402	07-Jun-2001
Form IB/332	07-Jul-2001
Written Opinion	07-Oct-2001
Examination Report	07-Feb-2002
Chap. II National Filing	07-Mar-2002
Chapter II National Filing	07-Apr-2002

# Critical Devices, Inc. Case Status Report

**BB Case No:** 066782.0148      **CaseType:** ORD      **Title:** Method and System for Device Status Tracking  
**Client Ref:**      **Application No:** US00/27631  
**Country:** Patent Cooperation Treaty      **Filing Date:** 10/06/2000  
**Owner:** Critical Devices, Inc.      **Status:** Pending

**Remarks:** Multiple Priorities:      **Outstanding Actions:**

U.S. CIP 09/567,852 filed 5/9/00 (.0139) - the claims of this PCT correspond to the claims in the CIP  
 U.S. Provisional Serial No. 60/167,379 filed 11/24/99  
 U.S. Application Serial No. 09/415,191 filed 10/7/99  
 U.S. Application Serial No. 09/415,044 filed 10/7/99

**Related Cases:** 066782.0102 US Pending; 066782.0103 US Pending; 066782.0104 US Abandoned; 066782.0139 US Pending

Form IB/304	07-Feb-2001
Transmittal to Client	12-Feb-2001
Search Report	07-Mar-2001
File Demand	07-Apr-2001
Demand for Examination	07-May-2001
Publication with Form IB/308	07-May-2001
Chapter I National Filing	07-May-2001
Chapter I National Filing	07-Jun-2001
Form IPEA/402	07-Jun-2001
Form IB/332	07-Jul-2001
Written Opinion	07-Oct-2001
Examination Report	07-Feb-2002
Chapter II National Filing	07-Mar-2002
Chapter II National Filing	07-Apr-2002



# Critical Devices, Inc. Case Status Report

**BB Case No:** 066782.0149      **CaseType:** ORD      **Title:** Method and System for Device Tracking  
**Client Ref:**      **Application No:** US00/27750  
**Country:** Patent Cooperation Treaty      **Filing Date:** 10/06/2000  
**Owner:** Critical Devices, Inc.      **Status:** Pending  
**Inventors:** Levi, Andrew E.

**Outstanding Actions:**

**Remarks:** Multiple Priorities:  
U.S. CIP 09/568,082 filed 5/9/00 (.0137) - the claims of this PCT correspond to the claims in the CIP  
U.S. Provisional Serial No. 60/167,379 filed 11/24/99  
U.S. Application Serial No. 09/415,191 filed 10/7/99  
U.S. Application Serial No. 09/415,044 filed 10/7/99

**Related Cases:** 066782.0137 US Pending

Form IB/304	07-Feb-2001
File Demand	07-Apr-2001
Demand for Examination	07-May-2001
Publication with Form IB/308	07-May-2001
Chapter I National Filing	07-May-2001
Form IPEA/402	07-Jun-2001
Chapter I National Filing	07-Jun-2001
Form IB/332	07-Jul-2001
Written Opinion	07-Oct-2001
Examination Report	07-Feb-2002
Chapter II National Filing	07-Mar-2002
Chapter II National Filing	07-Apr-2002

**BB Case No:** 066782.0150      **CaseType:** ORD      **Title:** Method and System for Simple Network Management Protocol Status Tracking  
**Client Ref:**      **Application No:** US00/27749  
**Country:** Patent Cooperation Treaty      **Filing Date:** 10/06/2000  
**Owner:** Critical Devices, Inc.      **Status:** Pending

**Remarks:** Multiple Priorities:      **Outstanding Actions:**

U.S. CIP 09/567,656 filed 5/9/00 (.0133) - the claims of this PCT correspond to the claims in the CIP  
 U.S. Provisional Serial No. 60/167,379 filed 11/24/99  
 U.S. Application Serial No. 09/415,191 filed 10/7/99  
 U.S. Application Serial No. 09/415,044 filed 10/7/99

**Related Cases:** 066782.0102 US Pending; 066782.0103 US Pending; 066782.0104 US Abandoned; 066782.0133 US Pending

Form IB/304	07-Feb-2001
Search Report	07-Mar-2001
File Demand	07-Apr-2001
Demand for Examination	07-May-2001
Publication with Form IB/308	07-May-2001
Chapter I National Filing	07-May-2001
Chapter I National Filing	07-Jun-2001
Form IPEA/402	07-Jun-2001
Form IB/332	07-Jul-2001
Written Opinion	07-Oct-2001
Examination Report	07-Feb-2002
Chapter II National Filing	07-Mar-2002
Chapter II National Filing	07-Apr-2002

**BB Case No:** 066782.0151      **CaseType:** ORD      **Title:** Method and System for Device Registration  
**Client Ref:**      **Application No:** US00/27630  
**Country:** Patent Cooperation Treaty      **Filing Date:** 10/06/2000      **Inventors:** Levi, Andrew E.  
**Owner:** Critical Devices, Inc.      **Status:** Pending

**Remarks:** Multiple Priorities:      **Outstanding Actions:**

U.S. CIP 09/568,083, filed 5/9/00 (.0126) - the claims of this PCT correspond to the claims in the CIP  
 U.S. Provisional Serial No. 60/167,379 filed 11/24/99  
 U.S. Application Serial No. 09/415,191 filed 10/7/99  
 U.S. Application Serial No. 09/415,044 filed 10/7/99

**Related Cases:** 066782.0102 US Pending; 066782.0103 US Pending; 066782.0104 US Abandoned; 066782.0126 US Pending

Form IB/304	07-Feb-2001
Transmittal to Client	08-Feb-2001
Search Report	07-Mar-2001
File Demand	07-Apr-2001
Demand for Examination	07-May-2001
Publication with Form IB/308	07-May-2001
Chapter I National Filing	07-May-2001
Chapter I National Filing	07-Jun-2001
Form IPEA/402	07-Jun-2001
Form IB/332	07-Jul-2001
Written Opinion	07-Oct-2001
Examination Report	07-Feb-2002
Chapter II National Filing	07-Mar-2002
Chapter II National Filing	07-Apr-2002

**BB Case No:** 066782.0152      **CaseType:** ORD      **Title:** Method and System for Uniform Resource Locator Status Tracking  
**Client Ref:**      **Application No:** US00/27751  
**Country:** Patent Cooperation Treaty      **Filing Date:** 10/06/2000  
**Owner:** Critical Devices, Inc.      **Status:** Pending

**Remarks:** Multiple Priorities:

U.S. CIP 09/568,454 filed 5/9/00 ( 0130) - the claims of this PCT correspond to the claims in the CIP  
 U.S. Provisional Serial No. 60/167,379 filed 11/24/99  
 U.S. Application Serial No. 09/415,191 filed 10/7/99  
 U.S. Application Serial No. 09/415,044 filed 10/7/99

**Related Cases:** 066782.0102 US Pending; 066782.0103 US Pending; 066782.0104 US Abandoned; 066782.0130 US Pending

**Outstanding Actions:**

Form IB/304	07-Feb-2001
Transmittal to Client	12-Feb-2001
Search Report	07-Mar-2001
File Demand	07-Apr-2001
Demand for Examination	07-May-2001
Publication with Form IB/308	07-May-2001
Chapter I National Filing	07-May-2001
Chapter I National Filing	07-Jun-2001
Form IPEA/402	07-Jun-2001
Form IB/332	07-Jul-2001
Written Opinion	07-Oct-2001
Examination Report	07-Feb-2002
Chapter II National Filing	07-Mar-2002
Chapter II National Filing	07-Apr-2002

Schedule B

## Critical Devices Trademark Status Report

Page: 1  
Date: 01/18/2001

FILE NO. COUNTRY	MARK	GOODS/SERVICES	APPLN. NO. APPLN. DATE	REG. NO. REG. DATE	RENEWAL DATE	STATUS
066782.0116 United States of America	<b>ACUTE SYSTEMS MONITORING</b>		75/911071 03-Feb-2000			Pending

*In the name* Critical Devices, Inc.

*Class(es):* IN9; IN42

9-Computer systems comprising servers, workstations, networked appliances and computer software for network monitoring and management, namely for exception alerting and notification, asset management, security monitoring, support requests, and device theft alerting.  
42-Computer services, namely, monitoring computer networks and their constituent networked devices for others and consulting services related thereto.

066782.0122  
United States of  
America

75/911292  
03-Feb-2000

Pending

*In the name* Critical Devices, Inc.

*Class(es):* IN9; IN42

9-Computer systems comprising servers, workstations, networked appliances and computer software for network monitoring and management, namely for exception alerting and notification, asset management, security monitoring, support requests, and device theft alerting.  
42-Computer services, namely, monitoring computer networks and their constituent networked devices for others and consulting services related thereto.

066782.0147  
United States of  
America

76/146737  
13-Oct-2000

Pending

*In the name* Critical Devices, Inc.

*Class(es):* IN42

Computer services, namely, monitoring computer networks and their constituent networked devices for others and consulting services related thereto.

# Critical Devices Trademark Status Report

Page: 2  
Date: 01/18/2001

FILE NO. COUNTRY	MARK	GOODS/SERVICES	APPLN. NO. APPLN. DATE	REG. NO. REG. DATE	RENEWAL DATE	STATUS
066782.0118 United States of America	<b>COMPREHENSIVE SYSTEM MONITORING</b>		75/911291 03-Feb-2000			Pending

*In the name* Critical Devices, Inc.  
**Class(es): IN42**  
 Computer services, namely, monitoring services for others; technical consultation in the field of computer systems network management.

066782.0119  
United States of America  
**CRITICAL DEVICES**

*In the name* Critical Devices, Inc.  
**Class(es):**

066782.0120  
United States of America  
**CRITICALDEVICES.COM**

*In the name* Critical Devices, Inc.  
**Class(es): IN9; IN38**  
 9-Computer software for the transmission, receipt and notification of alerts generated by subscriber devices over a global computer network.  
 38-Computer services, namely, the transmission, receipt and notification of alerts generated by subscriber devices over a global computer network, for others.

066782.0121  
United States of America  
**CSM**

*In the name* Critical Devices, Inc.  
**Class(es): IN42**  
 Computer services, namely, network management and monitoring services for others.

# Critical Devices Trademark Status Report

Page: 3  
Date: 01/18/2001

FILE NO.	COUNTRY	MARK	GOODS/SERVICES	APPLN. NO. APPLN. DATE	REG. NO. REG. DATE	RENEWAL DATE	STATUS
066782.0145	United States of America	<b>EKG-SNMP</b>		76/146564 13-Oct-2000			Pending

*In the name* Critical Devices, Inc.

*Class(es):* IN42

Computer services, namely, monitoring computer networks and their constituent networked devices for others and consulting services related thereto.

066782.0146  
United States of America

76/146566  
13-Oct-2000

Pending

*In the name* Critical Devices, Inc.

*Class(es):* IN42

Computer services, namely, monitoring computer networks and their constituent networked devices for others and consulting services related thereto.

066782.0123  
United States of America

75/911070  
03-Feb-2000

Pending

*In the name* Critical Devices, Inc.

*Class(es):* IN9

Computer software for creating custom software agents for monitoring networked devices on custom networked systems across various hardware and operating system configurations.

# Critical Devices Trademark Status Report

Page: 4  
Date: 01/18/2001

FILE NO.	COUNTRY	MARK	GOODS/SERVICES	APPLN. NO. APPLN. DATE	REG. NO. REG. DATE	RENEWAL DATE	STATUS
066782.0115	United States of America	<b>INTRUSION SURVEILLANCE</b>		75/911020 03-Feb-2000			Pending

*In the name* Critical Devices, Inc.

*Class(es):* /N9; /N42

9-Computer services comprising servers, workstations, networked appliances and compute software for monitoring and detecting security breaches on computer networks.  
42-Computer services, namely, monitoring computer networks and their constituent networked devices for others and consulting services related thereto.

066782.0114  
United States of America

**THEFTALERT**

*In the name* Critical Devices, Inc.

*Class(es):* /N42

Computer theft monitoring and tracking services; computer consulting for monitoring and tracking missing computer equipment.

75/911293  
03-Feb-2000

Pending

**Total Files: 12**