



FORM PTO-1618A
TRADEMARKS ONLY
GMB 0661-0027

05-09-2001

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



101710305

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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
 - Merger Change of Name
 - Other _____
- Effective Date
Month Day Year
4-3-01

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name CommercialWare, Inc.

4-3-01

Formerly _____

- Individual General Partnership Limited Partnership Corporation Association

Other _____

Citizenship/State of Incorporation/Organization Delaware

Receiving Party

Mark if additional names of receiving parties attached

Name CommercialWare Partners

DBA/AKA/TA _____

Composed of _____

Address (line 1) C/o Spencer Trask Ventures, Inc.

Address (line 2) 535 Madison Avenue

Address (line 3) New York

NY

10022

- Individual General Partnership Limited Partnership

Corporation Association

Other _____

Citizenship/State of Incorporation/Organization New York

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.)

05/08/2001 DE/RNE 00000001 76007195

FOR OFFICE USE ONLY

01 FC:481
02 FC:482

40.00 BP
425.00 DP

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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: 002290 FRAME: 0896

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

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

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

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)		
<input type="text" value="76007195"/>	<input type="text" value="76002379"/>	<input type="text" value="76002341"/>	<input type="text" value="2153597"/>	<input type="text" value="1470484"/>	<input type="text"/>
<input type="text" value="76002338"/>	<input type="text" value="76002337"/>	<input type="text" value="76002336"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="76002333"/>	<input type="text" value="76002331"/>	<input type="text" value="76002166"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties Enter the total number of properties involved. #

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

Deposit Account Number: #

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.

CommercialWare, Inc.
By: Kevin Collins  4/29/01
Name of Person Signing Signature Date Signed



FORM PTO-16
Expires 06/30/99
OMB 0851-0027

RECORDATION FORM COVER SHEET CONTINUATION TRADEMARKS ONLY

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

Conveying Party

Enter Additional 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

Enter Additional 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)

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)

76002165	76002164	76002130
76001692	76001691	75866374
75855630		



SECURITY AGREEMENT

This AGREEMENT (the "Agreement"), made this 26 th day of April 2001, by and between CommercialWare, Inc., a Delaware corporation having an office at Cochituate Place, 24 Prime Park Way, Natick, MA 01760, (the "Company") and CommercialWare Partners, a New York general partnership ("CWP"), having an office at c/o Spencer Trask Ventures, Inc., 535 Madison Avenue, 18th floor, New York, New York 10022.

WITNESSETH:

WHEREAS, CWP has previously made loans in the aggregate amount of \$1,950,000 to the Company pursuant to four separate promissory notes, dated January 23, 2001, February 2, 2001, March 28, 2001 and March 30, 2001 ("Interim Notes") and contemplates making additional loans to the Company pursuant to a Senior Secured Note Purchase Agreement (the "CWP Note Purchase Agreement") that the Company and CWP contemplate entering into (each of the Interim Notes and promissory notes issued pursuant to the CWP Note Purchase Agreement is hereinafter referred to as a "CWP Note and collectively, the "CWP Notes"); and

WHEREAS, in order to further secure payment under the Interim Notes and to induce CWP to make additional advances to the Company pursuant to the CWP Note Purchase Agreement, the Company has agreed to grant a lien on and security interest in the Collateral (as defined herein) for the due payment and performance of all indebtedness, liabilities and obligations under the CWP Notes and/or the CWP Note Purchase Agreement, subject to the rights of ASA International Ltd. ("ASA") as described herein; and

WHEREAS, ASA has consented to the granting of such lien pursuant to the terms and conditions provided for herein; and

NOW, THEREFORE, in consideration of the foregoing, the Company hereby agrees with CWP as follows:

1. Security Interest.

To secure the due payment and performance of all indebtedness and other liabilities and obligations, whether now existing or hereafter arising, of the Company to CWP under, arising out of or in any way connected with the CWP Notes and/or the CWP Note Purchase Agreement, and all instruments, agreements and documents executed, issued and delivered pursuant thereto, including, without limitation, this Agreement, and to secure any other obligations of the Company to CWP, whether now existing or hereafter arising, all hereinafter referred to collectively as the "Obligations," the Company hereby assigns, mortgages, pledges, hypothecates, transfers and sets over to CWP and grants to CWP a lien upon and security interest in the Collateral of the Company set forth, referred to, or listed on, Schedule I annexed hereto and made a part hereof (all herein after referred to as the "Collateral"). Notwithstanding the foregoing and anything contained herein, CWP's lien on the Collateral shall be subordinate to

the first lien held by ASA ("ASA Lien") with respect to the Collateral as set forth in that certain Security Agreement dated March 3, 1999 between the Company and ASA, as same may be amended from time to time ("ASA Security Agreement"). Accordingly, unless and until all amounts due and owing to ASA (i) under the Company's three-year \$1.7 Million Promissory Note dated March 3, 1999, as same may be amended from time to time (the "ASA Note") and (ii) in connection with the license granted to the Company by ASA pursuant to Section 1.5 of that certain Asset Purchase Agreement dated March 3, 1999, are repaid in full to ASA, CWP shall neither call a default under the CWP Notes, nor enforce any security interests in, foreclose, levy or execute upon, or collect or attach any of the Collateral or any of the collateral referenced in that certain Intercreditor and Security Agreement dated February 2001 by and among Capital Resource Partners IV, L.P., CRP Investment Partners IV, LLC, CWP and the Company, whether by private or judicial action.

2. Company's Title; Liens and Encumbrances. The Company represents and warrants that it is, or, to the extent that this Agreement states that the Collateral is to be acquired after the date hereof, will be, the owner of the Collateral, having good and marketable title thereto, free from any and all liens, security interests, encumbrances and claims, other than the ASA Lien. The Company will not create or assume or permit to exist any such lien, security interest, encumbrance or claim on or against the Collateral, other than the ASA Lien, except as created by this Agreement and as permitted by the CWP Notes, the CWP Note Purchase Agreement, the ASA Note and the ASA Security Agreement and the Company will promptly notify CWP of any such other claim, lien, security interest or other encumbrance made or asserted against the Collateral and will defend the Collateral against any such claim, lien, security interest or other encumbrance.

3. Location of Collateral and Records.

The Company represents and warrants that it has no place of business, offices where the Company's books of account and records are kept, or places where the Collateral is used, stored or located, except as set forth on Schedule II annexed hereto, and covenants that the Company will promptly notify CWP of any change in the foregoing representation. The Company shall at all times maintain its records as to the Collateral at its chief place of business at the address referred to on Schedule II and at none other. The Company further covenants that except for Collateral delivered to ASA or an agent for ASA or CWP or an agent for CWP, the Company will not store, use or locate any of the Collateral at any place other than as listed on Schedule II hereto.

4. Perfection of Security Interest.

The Company will join with CWP in executing one or more financing statements pursuant to the Uniform Commercial Code or other notices appropriate under applicable law in form satisfactory to CWP and will pay all filing or recordings costs with respect thereto, and all costs of filing or recording this Agreement or any other instrument, agreement or document executed and delivered pursuant hereto or to the CWP Notes and/or the CWP Note Purchase Agreement (including the costs of all Federal, state or local mortgage, documentary, stamp or other taxes), in each case, in all public offices where filing or recording is deemed by CWP to be necessary or desirable. The Company hereby authorizes CWP to take all action (including,

without limitation, the filing of any Uniform Commercial Code Financing Statements or amendments thereto without the signature of the Company) which CWP may deem necessary or desirable to perfect or otherwise protect the liens and security interests created hereunder and to obtain the benefits of this Agreement. All such financing statements shall indicate that the interests of CWP in the Collateral are subordinate to the ASA Lien.

5. General Covenants.

The Company shall:

a. furnish CWP from time to time at CWP's request written statements and schedules further identifying and describing the Collateral in such detail as CWP may reasonably require;

b. advise CWP promptly, in sufficient detail, of any substantial change in the Collateral, and of the occurrence of any event which would have an adverse effect on the value of the Collateral or on CWP's security interest therein;

c. comply with all acts, rules, regulations and orders of any legislative, administrative or judicial body or official applicable to the Collateral or any part thereof or to the operation of the Company's business, provided that the Company may contest any acts, rules, regulations, orders and directions of such bodies or officials in any reasonable manner which will not, in CWP's opinion, adversely affect its rights or the priority of its security interest in the Collateral;

d. perform and observe all covenants, restrictions and conditions contained in the CWP Notes and the CWP Note Purchase Agreement as though all such covenants, restrictions and conditions were fully set forth in this Agreement; and

e. promptly execute and deliver to CWP such further assignments, Agreements, financing statements or other instruments, documents, certificates and assurances and take such further action as CWP may from time to time in its sole discretion deem necessary to perfect, protect or enforce its security interest in the Collateral or otherwise to effectuate the intent of this Agreement, the CWP Notes and the CWP Note Purchase Agreement.

7. Rights and Remedies on Default.

In the event of the occurrence of any Event of Default as defined or specified in the CWP Notes and the CWP Note Purchase Agreement, and subject to the provisions of Section 1 hereto, CWP shall at any time thereafter have the right, with or without notice to the Company, as to any or all of the Collateral, by any available judicial procedure, or without judicial process, to take possession of the Collateral and without liability for trespass to enter any premises where the Collateral may be located for the purpose of taking possession of or removing the Collateral, and, generally, to exercise any and all rights afforded to a secured party under the Uniform Commercial Code or other applicable law. Without limiting the generality of the foregoing, the Company agrees that CWP shall have the right to sell, borrow against, repossess, or otherwise dispose of all or any part of the Collateral, upon ten (10) days prior written notice, whether in its then condition or after further preparation or processing, either at public or private sale for cash

or for credit, with or without warranties or representations, and upon such terms and conditions, all as CWP in its sole discretion may deem advisable, and it shall have the right to purchase any of the Collateral at any such sale. At CWP's request, the Company shall assemble the Collateral and make it available to CWP at places which CWP shall select, whether at the Company's premises or elsewhere. Subject to the rights of ASA, the proceeds of any such sale, lease or other disposition of the Collateral shall be applied first, to the expenses of retaking, holding, storing, processing and preparing for sale, selling, and the like and to the reasonable attorneys' fees, collection fees and legal expenses incurred by CWP, and then to satisfaction of the Obligations, and to the payment of any other amounts required by applicable law, after which CWP shall account to the Company for any surplus proceeds. If, upon the sale, lease or other disposition of the Collateral, the proceeds thereof are insufficient to pay all amounts to which CWP is legally entitled, the Company will be liable for the deficiency, together with interest thereon, at the default interest rate, if any, prescribed in the CWP Notes and/or the CWP Note Purchase Agreement, and the reasonable fees of any attorneys or agents employed by CWP to collect such deficiency. To the extent permitted by applicable law, the Company waives all claims, damages and demands against CWP arising out of the repossession, removal, retention or sale of the Collateral.

8. Costs and Expenses.

Any and all fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and legal expenses incurred by CWP, in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of financing statements and other documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, insurance premiums, encumbrances or otherwise protecting, maintaining or preserving the Collateral, or the enforcing, foreclosing, collecting, retaking, holding, storing, processing, selling or otherwise realizing upon the Collateral and CWP's security interest therein, whether through judicial proceedings or otherwise, or in defending or prosecuting any actions or proceedings arising out of or related to the transactions to which this Agreement relates, shall be borne and paid by the Company on demand by CWP and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the default interest rate, if any, prescribed in the CWP Notes.

9. Power of Attorney.

In the event of the occurrence of an Event of Default under the CWP Notes but subject to provisions of Section 1 hereof, the Company hereby authorizes CWP and does hereby make, constitute and appoint CWP, and any agent of CWP with full power of substitution, as the Company's true and lawful attorney-in-fact, with power, in its own name or in the name of the Company, to endorse any note, check, draft, money order or other instrument of payment (including payments payable under or in respect of any policy of insurance) in respect of the Collateral that may come into possession of the Company; to sign and endorse any other documents relating to Collateral; to pay or discharge taxes, liens, security interests or other encumbrances at any time levied or placed on or threatened against the Collateral; to demand, collect, receipt for, compromise, settle and sue for monies due in respect of the Collateral; and, generally, to do, at the Company's option and at the Company's expense, at any time, or from

time to time, all acts and things which CWP deems reasonably necessary to protect, preserve and realize upon the Collateral and the Company's security interest therein in order to effect the intent of this Agreement and the CWP Notes and/or the CWP Note Purchase Agreement as fully and effectually as the Company might or could do; and the Company hereby ratifies all that said attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the term of this Agreement and thereafter as long as any of the Obligations shall be outstanding.

10. Notices.

Any notices required or permitted to be sent hereunder shall be delivered personally or by an overnight courier service or mailed via certified mail, return receipt requested to a party at the address set forth at the end of this Agreement or such other address as any party hereto designates by written notice to the other, and shall be deemed to have been given upon delivery, if delivered personally or by overnight courier service, with receipt acknowledged or three business days after mailing, if mailed in accordance with the foregoing provisions. In addition, copies of all notices required or permitted to be sent hereunder shall also be sent to ASA International Ltd., 10 Speen Street, Framingham, MA 01701.

11. Other Security.

To the extent that the Obligations are now or hereafter secured by property other than the Collateral or by the guarantee, endorsement or property of any other person, firm, corporation or other entity, then CWP shall have the right in its sole discretion to pursue, relinquish, subordinate, modify or take any other action with respect thereto, without in any way modifying or affecting any of CWP's rights and remedies hereunder.

12. Miscellaneous.

a. Beyond the safe custody thereof, CWP shall have no duty as to the collection of any Collateral in its possession or control or in the possession or control of any agent or nominee of CWP, or any income thereon or as to the preservation of rights against prior parties or any other rights pertaining thereto.

b. No course of dealing between the Company and CWP, nor any failure to exercise, nor any delay in exercising, on the part of CWP, any right, power or privilege hereunder or under the CWP Notes and/or the CWP Note Purchase Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

c. All of the Company's rights and remedies with respect to the Collateral, whether established hereby, by the CWP Notes and/or the CWP Note Purchase Agreement, or by any other agreements, instruments or documents or by law shall be cumulative and may be exercised singly or concurrently.

d. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid or unenforceable in whole or in part in any jurisdiction, then such

invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

e. This Agreement is subject to modification only by a writing signed by the parties.

f. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties; provided however, that the rights and obligations of the Company under this Agreement shall not be assigned or delegated without the prior written consent of CWP, and any purported assignment or delegation without such consent shall be void.

g. By this reference, ASA is an intended third party beneficiary of this agreement.

13. Term of Agreement.


The term of this Agreement shall commence on the date hereof and this Agreement shall continue in full force and effect, and be binding upon the Company, until all of the Obligations have been fully paid and performed and such payment and performance has been acknowledged in writing by CWP, whereupon this Agreement shall terminate. Notwithstanding the foregoing, this Agreement will terminate and shall be of no further force or effect if CWP fails to fund an aggregate minimum of \$4 million of principal to the Company in accordance with the funding schedule (subject to applicable grace periods), annexed hereto as Schedule III and made a part hereof, unless the failure to provide such funds results from the Company's failure to meet the performance criteria set forth in said funding schedule.

14. Governing Law.

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New York. The parties hereby: (i) in any legal proceeding brought in connection with this Agreement or the transactions contemplated hereby, irrevocably submit to the nonexclusive in personam jurisdiction of (A) any state or Federal court of competent jurisdiction sitting in the State of New York, County of New York or (B) in the event that any party is a defendant in any legal proceeding in which it seeks to join the other as a third party defendant, then, any state or Federal court in which such proceeding has properly been brought, and consent to suit therein; and (ii) waive any objection they or it may now or hereafter have to the venue of such proceeding in any such court or that such proceeding was brought in an inconvenient court.

IN WITNESS WHEREOF, the parties have caused these presents to be duly executed and delivered the day and year first above written.

COMMERCIALWARE, INC.

By: 
Name: Ronald Abler
Title: President

Notice Address:

CommercialWare, Inc.
Cochituate Place
24 Prime Park Way
Natick, MA 01760
Attention: Kevin Collins, Chief Financial Officer
Facsimile: (508) 647-9495

With a copy to:

Foley, Hoag & Eliot, LLP
One Post Office Square
Boston, MA 02109
Attention: William Kolb, Esq.
Facsimile: (617) 832-7000

Lender:

COMMERCIALWARE PARTNERS
New York general partnership

By: _____
Name: Kevin Kimberlin
Title: General Partner

Notice Address:

CommercialWare Partners
c/o Spencer Trask Ventures, Inc
535 Madison Avenue
New York, New York 10022
Attention: Kevin Kimberlin
Facsimile: (212) 751-3483



IN WITNESS WHEREOF, the parties have caused these presents to be duly executed and delivered the day and year first above written.

COMMERCIALWARE, INC.

By: [Signature]
Name: Donald Aker
Title: President

Notice Address:

CommercialWare, Inc.
Cochituate Place
24 Prime Park Way
Natick, MA 01760
Attention: Kevin Collins, Chief Financial Officer
Facsimile: (508) 647-9495

With a copy to:

Foley, Hoag & Eliot, LLP
One Post Office Square
Boston, MA 02109
Attention: William Kolb, Esq.
Facsimile: (617) 832-7000

Lender:

COMMERCIALWARE PARTNERS
New York general partnership

By: [Signature]
Name: Kevin Kimberlin Spencer Segura
Title: General Partner

Notice Address:

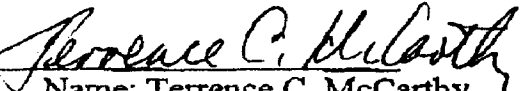
CommercialWare Partners
c/o Spencer Trask Ventures, Inc
535 Madison Avenue

With a Copy to:

Littman Krooks & Roth P.C.
655 Third Avenue, 20th Floor
New York, New York 10017
Attention: Mitchell C. Littman, Esq.
Facsimile: (212) 490-2990

Accepted and Agreed:

ASA International Ltd.

By: 
Name: Terrence C. McCarthy
Title: Vice President & Treasurer

SCHEDULE I

TO

AGREEMENT

All of the Company's right, title and interest in, under and to the following (collectively, the "Collateral"):

All intellectual property of the Debtor, whether now owned or hereafter acquired, or in which Debtor may now have or hereafter acquired an interest, wherever located, including all trademarks, trademark rights, service marks, service mark rights, copyrights, trade names, trade name rights, fictitious business names, the rights to the name "CommercialWare" and all variants thereof, works of authorship, inventions, industrial models, industrial designs, utility models and certificates of invention, designs, emblems and logos, trade secrets, know-how, manufacturing formulae, technical information, mask work registrations, inventions, franchises, franchise rights, customer and supplier lists together with the goodwill associated therewith and other proprietary rights used primarily in connection with the business of the Debtor, and any and all substitutions therefor and replacements thereof, and any and all additions and accessions thereto. Not by way of limitation, the following trademark registrations and applications shall be included as part of the collateral:

Trademark Registrations

MOZART	Registration No. 2153597
COMMERCIALWARE	Registration No. 1470484

Trademark Applications

DOT.COMMENTS	Serial No. 76/007,195
MARKETING.DOT.COMMCERCE	Serial No. 76/002,379
ESTORE.DOT.COMMERCE	Serial No. 76/002,341
ORDER.DOT.COMMERCE	Serial No. 76/002,338
SERVICE.DOT.COMMERCE	Serial No. 76/002,337
WAREHOUSE.DOT.COMMERCE	Serial No. 76/002,336
MERCHANDISE.DOT.COMMERCE	Serial No. 76/002,333
FINANCE.DOT.COMMERCE	Serial No. 76/002,331
RETAIL.DOT.COMMERCE	Serial No. 76/002,166
FULFILLMENT.DOT.COMMERCE	Serial No. 76/002,165
ANALYTICS.DOT.COMMERCE	Serial No. 76/002,164
E-TAIL.DOT.COMMERCE	Serial No. 76/002,130
C-SHIP.DOT.COMMERCE	Serial No. 76/001,692
INTERFACE.DOT.COMMERCE	Serial No. 76/001,691
COMMERCIALWARE	
DRIVES THIS E-BUSINESS	Serial No. 75/866,374
INSTANT ON	Serial No. 75/855,630

Also included are the proceeds and products of the above-referenced Collateral.

SCHEDULE II

TO

AGREEMENT

Cochituate Place
24 Prime Park Way
Natick, MA 01760

SCHEDULE III
TO
AGREEMENT

FUNDING SCHEDULE (ATTACHED)

CommercialWare

Funding Milestone Worksheet (Monthly)

	Apr-01	May-01	Jun-01	Qtr 1	Jul-01	Aug-01	Sep-01	Qtr 2	Oct-01	Nov-01	Dec-01	Qtr 3
EBITDA	-596,097	104,715	-375,045	-866,428	-278,349	228,333	-129,579	-179,595	-14,456	27,080	171,317	183,941
90% EBITDA	-536,487	94,243	-337,541	-779,785	-250,514	205,500	-116,621	-161,636	-13,011	24,372	155,900	165,547

Tequila Development Milestones:

Collaborate.dot.commerce												
Analytics.dot.com. Datamart												
Analytics.dot.com. Reporting	X											
Tequila high-level design												
Tequila functional specifications		X										
Tequila Websphere integration			X									
Tequila integration layer G/A					X							
	1,200,000	100,000	600,000		150,000							

Notes: 1) Funding is contingent on CWI meeting 90% of budgeted EBITDA (highlighted above) monthly.
 2) Mr. Askin will provide Spencer Trask a Certificate of Compliance identifying whether or not the R&D milestones have been achieved, in advance of possible

	Jan-02	Feb-02	Mar-02	Qtr 4
-35,041	367,763	103,442	436,164	
21,597	190,987	82,100	392,518	

e funding.