

03-21-2002

FORM PTO-1594

REI

U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

(Rev. 03/01)

OMB No. 0651-0027 (exp. 05/31/2002)



102025439

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

1. Name of conveying party(ies):
Ontain Corp. *3.4.02*

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

2. Name and address of receiving party(ies):
 Name: **Silicon Valley Bank**
 Internal Address: HA155
 Street Address: 3003 Tasman Drive
 City: Santa Clara State: CA ZIP: 95054

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: *1/7/2002*

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

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 Additional name(s) & address(es) attached? Yes No

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

A. Trademark Application No.(s)	B. Trademark No.(s)
<i>76/207,844</i>	<i>76/207,840</i>
<i>76/207,842</i>	<i>76/207,839</i>
<i>76/207,841</i>	<i>76/207,760</i>
<i>76/207,845</i>	<i>76/224,105</i>
<i>76/207,761</i>	<i>76/324,106</i>

Additional numbers attached? Yes No

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

Name: **Silicon Valley Bank**
 Internal Address: Loan Documentation HA155
 Street Address: 3003 Tasman Dr.
 City: Santa Clara State: Ca ZIP: 95054

6. Total number of applications and registrations involved: *12*

7. Total fee (37 CFR 3.41): \$..... *310.-*
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
 (Attach duplicate copy of this page if paying by deposit account)

03/20/2002 *GT0N11* *00000078* *76207844*

01 FC:481 *40.00* DP
02 FC:482 *275.00* DP

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Maribel Arteaga
 Name of Person Signing for *Tracy Watton*

Maribel Arteaga
 Signature

2/14/02
 Date

Total number of pages including cover sheet, attachments, and document: *19*

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

TRADEMARK
 REEL: 2468 FRAME: 0585

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "IP Agreement") is made as of January 7, 2002, by and between Ontain Corporation ("Grantor") and Silicon Valley Bank, a California banking corporation ("Bank").

RECITALS

A. Bank will make credit extensions to Grantor as described in the Loan Modification Agreement dated January 7, 2002 (the "Loan Agreement"), but only if Grantor grants Bank a security interest in its Copyrights, Trademarks, Patents, and Mask Works. Defined terms used but not defined herein shall have the same meanings as in the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right title and interest, whether presently existing or hereafter acquired in, to and under all of the Collateral.

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

1. Grant of Security Interest. As collateral security for the prompt and complete payment and performance of all of Grantor's present or future Indebtedness, obligations and liabilities to Bank, Grantor hereby grants a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

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

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights which may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks")

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

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

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

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

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

2. Authorization and Request. Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks record this IP Agreement.

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

(a) Grantor is now the sole owner of the Intellectual Property Collateral, except for licenses granted by Grantor to its customers in the ordinary course of business.

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

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

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

(e) Grantor shall promptly advise Bank of any material adverse change in the composition of the Collateral, including but not limited to any subsequent ownership right of the Grantor in or to any registered Trademark, Patent, Copyright, or Mask Work specified in this IP Agreement;

(f) Grantor shall (i) protect, defend and maintain the validity and enforceability of the Trademarks, Patents, Copyrights, and Mask Works, and (ii) use reasonable commercial efforts to detect infringements of the Trademarks, Patents, Copyrights, and Mask Works and promptly advise Bank in writing of material infringements detected.

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

(h) This IP Agreement creates, and in the case of after acquired Intellectual Property Collateral, this IP Agreement will create at the time Grantor first has rights in such after acquired Intellectual Property Collateral, in favor of Bank a first priority security interest in the Intellectual Property Collateral in the

United States securing the payment and performance of the obligations evidenced by the Loan Agreement upon making the filings;

(i) To the best of Grantor's knowledge, all information heretofore, herein or hereafter supplied to Bank by or on behalf of Grantor with respect to the Intellectual Property Collateral is accurate and complete in all material respects.

(j) Grantor shall not enter into any agreement that would materially impair or conflict with Grantor's obligations hereunder without Bank's prior written consent, which consent shall not be unreasonably withheld. Grantor shall not permit the inclusion in any material contract to which it becomes a party of any provisions that could or might in any way prevent the creation of a security interest in Grantor's rights and interest in any property included within the definition of the Intellectual property Collateral acquired under such contracts, except that certain contracts may contain anti-assignment provisions that could in effect prohibit the creation of a security interest in such contracts.

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

4. Bank's Rights. Bank shall have the right, but not the obligation, to take, at Grantor's sole expense, any actions that Grantor is required under this IP Agreement to take but which Grantor fails to take. Grantor shall reimburse and indemnify Bank for all reasonable costs and reasonable expenses incurred in the reasonable exercise of its rights under this section 4.

5. Inspection Rights. Grantor hereby grants to Bank and its employees, representatives and agents the right to visit, during reasonable hours upon prior reasonable notice to Grantor, and any of Grantor's plants and facilities that manufacture, install or store products (or that have done so during the prior six-month period) that are sold utilizing any of the Intellectual Property Collateral, and to inspect the products and quality control records relating thereto upon reasonable written notice to Grantor and as often as may be reasonably requested, but not more than one (1) in every six (6) months; provided, however, nothing herein shall entitle Bank access to Grantor's trade secrets and other proprietary information.

6. Further Assurances; Attorney in Fact.

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

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

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

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

- (a) An Event of Default occurs under the Loan Agreement; or
- (b) Grantor breaches any warranty or agreement made by Grantor in this IP Agreement.

8. Remedies. Upon the occurrence and continuance of an Event of Default, Bank shall have the right to exercise all the remedies of a secured party under the California Uniform Commercial Code, including without limitation the right to require Grantor to assemble the Intellectual Property Collateral and any tangible property in which Bank has a security interest and to make it available to Bank at a place designated by Bank. Bank shall have a nonexclusive, royalty free license to use the Copyrights, Patents, Trademarks, and Mask Works to the extent reasonably necessary to permit Bank to exercise its rights and remedies upon the occurrence of an Event of Default. Grantor will pay any expenses (including reasonable attorney's fees) incurred by Bank in connection with the exercise of any of Bank's rights hereunder, including without limitation any expense incurred in disposing of the Intellectual Property Collateral. All of Bank's rights and remedies with respect to the Intellectual Property Collateral shall be cumulative.

9. Indemnity. Grantor agrees to defend, indemnify and hold harmless Bank and its officers, employees, and agents against: (a) all obligations, demands, claims, and liabilities claimed or asserted by any other party in connection with the transactions contemplated by this IP Agreement, and (b) all losses or expenses in any way suffered, incurred, or paid by Bank as a result of or in any way arising out of, following or consequential to transactions between Bank and Grantor, whether under this IP Agreement or otherwise (including without limitation, reasonable attorneys fees and reasonable expenses), except for losses arising from or out of Bank's gross negligence or willful misconduct.

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

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

12. Attorneys' Fees. If any action relating to this IP Agreement is brought by either party hereto against the other party, the prevailing party shall be entitled to recover reasonable attorneys fees, costs and disbursements.

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

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

15. Law and Jurisdiction. This IP Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard for choice of law provisions. Grantor and Bank consent to the nonexclusive jurisdiction of any state or federal court located in Santa Clara County, California.

16. Confidentiality. In handling any confidential information, Bank shall exercise the same degree of care that it exercises with respect to its own proprietary information of the same types to maintain the confidentiality of any non-public information thereby received or received pursuant to this IP Agreement except that the disclosure of this information may be made (i) to the affiliates of the Bank, (ii) to prospective

transferee or purchasers of an interest in the obligations secured hereby, provided that they have entered into comparable confidentiality agreement in favor of Grantor and have deliver a copy to Grantor, (iii) as required by law, regulation, rule or order, subpoena judicial order or similar order and (iv) as may be required in connection with the examination, audit or similar investigation of Bank.

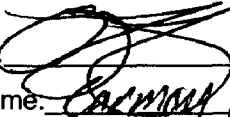
IN WITNESS WHEREOF, the parties hereto have executed this IP Agreement on the day and year first above written.

Address of Grantor:

1750 112th Avenue NE, Suite C-245
Bellevue, WA 98004

GRANTOR:

ONTAIN CORPORATION

By:  _____

Name: *Erman Kentoff* _____

Title: *VP Ops* _____

EXHIBIT "A"

COPYRIGHTS

SCHEDULE A - ISSUED COPYRIGHTS

<u>COPYRIGHT DESCRIPTION</u>	<u>REGISTRATION NUMBER</u>	<u>DATE OF ISSUANCE</u>
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See Exhibit A-1

SCHEDULE B - PENDING COPYRIGHT APPLICATIONS

<u>COPYRIGHT DESCRIPTION</u>	<u>APPLICATION NUMBER</u>	<u>DATE OF FILING</u>	<u>CREATION</u>	<u>FIRST DATE OF PUBLIC DISTRIBUTION</u>
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See Exhibit A-1

SCHEDULE C - UNREGISTERED COPYRIGHTS (Where No Copyright Application is Pending)

<u>COPYRIGHT DESCRIPTION</u>	<u>DATE OF CREATION</u>	<u>FIRST DATE OF DISTRIBUTION</u>	<u>ORIGINAL AUTHOR OR OWNER OF COPYRIGHT (IF DIFFERENT FROM GRANTOR)</u>	<u>DATE AND RECORDATION NUMBER OF IP AGREEMENT TO OWNER OF GRANTOR (IF ORIGINAL AUTHOR OR OWNER OF COPYRIGHT IS DIFFERENT FROM GRANTOR)</u>
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N/A

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Corporation

COPYRIGHT STATUS REPORT

Exhibit A-1

Copyright	FILE #	COUNTRY	STATUS	Description regarding Registration	APPLN. #	REG. DATE	REG. #	REMARKS
	01	U.S.A.	A	VA (Visual Arts) registration under the title "McQuick Logo" as a two (2)-dimensional artwork. (Rejected by Copyright Office - lacks sufficient artistic content)	April 24, 2001			This was rejected by the Copyright office - not enough artistic authorship, also can't register a short word. - Notice dated Sept. 18 2001
McQuick Merchant Pages	02	U.S.A.	P	VA registration of web pages related to merchant application of McQuick order and payment service. Filed as a two (2)-dimensional artwork.	July 13, 2001			Note: As seen below, the customer application to the McQuick web pages has been registered separately.
McQuick Customer Pages	03	U.S.A.	P	VA registration of web pages related to customer application of McQuick order and payment service. Filed as a two (2)-dimensional artwork.	July 13, 2001			Note: As seen above, the merchant application to the McQuick web pages has been registered separately.
	04	U.S.A.						
	05	U.S.A.						
	06	U.S.A.						
	07	U.S.A.						
	08	U.S.A.						
	09	U.S.A.						

A APPLICATIONS REGISTRATIONS

NOTES: 1. STATUS: R = Registered; P = Pending; U = Used but not filed; O = Opposed in Proceedings A = Abandoned

Exhibit "B" attached to that certain Intellectual Property Security Agreement dated January 7, 2002.

EXHIBIT "B"

PATENTS

PATENT

<u>DESCRIPTION</u>	<u>DOCKET NO.</u>	<u>COUNTRY</u>	<u>SERIAL NO.</u>	<u>FILING DATE</u>	<u>STATUS</u>
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See Exhibit B-1

Exhibit B-1

Provisional Patent Applications Filed with the United States Patent and Trademark Office

Filed Patent Applications			
Date Filed	Patent Name	Date Granted	Application #
07/28/00	Elaho M-Commerce Platform, Architecture and Features	10/24/00	60/221,508
08/07/00	Multimode and Adaptive Security Manager for Mobile Commerce	11/13/00	60/223,308
08/07/00	Customer Location Processor Using Multiple Data Sources for Mobile Commerce	10/26/00	60/223,307
08/11/00	Use of Preauthorized Payments with Portable General Purpose Wireless Devices	11/09/00	60/224,329
09/11/00	Algorithm for Verification of Fulfillment Capability in Mobile Commerce Systems	12/16/00	60/231,532
09/11/00	Management of Consumer Financial Accounts and Credit with Portable General Purpose Wireless Devices	12/16/00	60/231,533
09/11/00	Use of On-Site Consumer Identification Devices for Mobile Commerce	12/16/00	60/231,528
09/11/00	Creation, Management, and Use of Consumer Selected Preferences for Mobile Commerce Ordering	12/06/00	60/231,579
09/11/00	Use and Management of Prepaid & Preauthorized Payment Accounts in Mobile Commerce	11/28/00	60/231,583
09/25/00	Use of Shared Payment Accounts for Mobile Commerce	12/07/00	60/234,990
09/25/00	Notifications to Customers Following Mobile Commerce Transactions	01/09/01	60/234,768
02/26/01	Contract Generation and Authorization for Debit and Credit Operations at Point of Sale	05/22/01	60/271,347
03/16/01	On-Site or Point of Sale Identification and Verification Methods for Mobile Commerce Systems	06/19/01	60/276,080
04/02/01	Consumer Refund Using a Point of Sale System for a Mobile Payment System	06/27/01	60/280,105
04/30/01	Integration of Physical Merchant Point of Sale Systems and Automated Ordering and Payment with Mobile Commerce Systems	07/05/01	60,287,287

Other Patents (Not Filed)			
Date Notarized	Patent Name		
11/5/2001	Ontain Platform Architechture		
11/09/01	Product Catalog and Pricing Structure		
11/9/2001	Payment Process Flow		
11/14/01	Curb Service Process		
11/16/01	Issuing Mobile Commerce Accounts Through Banks		
1/8/2002	Rapid Sign-Up Processes		

EXHIBIT "C"

TRADEMARKS

<u>TRADEMARK</u> <u>DESCRIPTION</u>	<u>COUNTRY</u>	<u>SERIAL NO.</u>	<u>REG. NO</u>	<u>STATUS</u>
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See Exhibit C-1

Exhibit C-1

Ontain
Corporation

INTELLECTUAL PROPERTY STATUS REPORT: TRADEMARKS

A. APPLICATIONS REGISTRATIONS		TM	FILE #	COUNTRY	STATUS	WARES/SERVICES	APPLN. DATE APPLN. #	REG. DATE REG. #	REMARKS
	ONTAIN (Word)	U.S.A.	01	U.S.A.	P	CLASS 35 Computerized, wireless and mobile on-line ordering services in the field of retail and wholesale consumer products and retail services; business information regarding location and pricing of services, directory information, telephone directory information, shopper's guide information, trade information; advertising and promoting the goods and services of others; dissemination of advertising for others via an on-line electronic communications network in International Class 35.	January 8, 2001	February 7, 2001 SN: 76207844	Received Filing Receipt with Serial Number from Trademarks Office. Awaiting office action or notice of approval; will be approx. 6 months.
	ONTAIN (Word)	U.S.A.	02	U.S.A.	R	CLASS 36 Financial consultation services; electronic payment, namely the processing and transmission of goods and services payment data in International Class 36.	January 8, 2001	November 13, 2001 Reg. No. 2,506,936	Received Certificates of Registration from Trademarks Office. Term of registration is 10 years & will expire on November 13, 2011. Must also file a declaration between fifth and sixth years (November 13, 2006 and November 13, 2007) showing continued use of each mark.
	ONTAIN (Word)	U.S.A.	03	U.S.A.	P	CLASS 38 Communications services; wireless digital messaging services, cellular telephone services, providing telecommunication and data transmission to terminal devices and point of sale systems; and long distance communication in International Class 38.	January 8, 2001	February 7, 2001 SN: 76207842	Received Filing Receipt with Serial Number from Trademarks Office. Awaiting office action or notice of approval; will be approx. 6 months.
	ONTAIN (Word)	U.S.A.	04	U.S.A.	P	CLASS 42 Computer services; online services; wireless services; providing indexes of information, sites, and other resources available on computer networks and communications networks; product development consultation; computer software design for others; computer services, namely providing databases and information relating to purchasing history and related data; computer services, namely providing electronic authentication services of sender identity via a global communications network and electronic device; computer services in the nature of information storage and retrieval in the field of voice and data communication; computer services, namely, providing search and report engines for obtaining data on a computer, wireless and mobile network in International Class 42.	January 8, 2001	February 7, 2001 SN: 76-207841	Received Filing Receipt with Serial Number from Trademarks Office. Awaiting office action or notice of approval; will be approx. 6 months.

NOTES: 1. STATUS: R = Registered; P = Pending; U = Used but not filed; O = Opposed A = Abandoned




Corporation

INTELLECTUAL PROPERTY STATUS REPORT: TRADEMARKS

A APPLICATIONS/REGISTRATIONS

TM	FILE #	COUNTRY	STATUS	WARES/SERVICES	APPLN. #	REG. DATE	REG. #	REMARKS
ONTAIN (Word)	05	U.S.A.	P	CLASS 9 Computer software for providing electronic certification of identity; communications software to allow customers to access stored value accounts and bank account information and access mobile communication networks to conduct business and conclude financial transactions in International Class 9.	January 8, 2001	February 7, 2001	SN: 76/207845	Received Notice of Allowance on December 20, 2001. Statement of Use must be in by May 13, 2002, or we must request a six-month extension.
ontain (Design)	06	U.S.A.	P	CLASS 36 Communications services; wireless digital messaging services; cellular telephone services; providing telecommunication and data transmission to terminal devices and point of sale systems; and long distance communication in International Class 36.	January 8, 2001	February 7, 2001	SN: 76/207761	Received Filing Receipt with Serial Number from Trademarks Office. Awaiting office action or notice of approval; will be approx. 6 months.
ontain (Design)	07	U.S.A.	R	CLASS 36 Financial consultation services; electronic payment, namely the processing and transmission of goods and services payment data in International Class 36.	January 8, 2001	November 13, 2001	Reg. No. 2,506,934	Received Certificates of Registration from Trademarks Office. Term of registration is 10 years & will expire on November 13, 2011. Must also file a declaration between fifth and sixth years (November 13, 2006 and November 13, 2007) showing continued use of each mark.
ontain (Design)	08	U.S.A.	P	CLASS 9 Computer software for providing electronic certification of identity; communications software to allow customers to access stored value accounts and bank account information and access mobile communication networks to conduct business and conclude financial transactions in International Class 9.	January 8, 2001	February 7, 2001	SN: 76/207840	Received Notice of Allowance on December 20, 2001. Statement of Use must be in by May 13, 2002, or we must request a six-month extension.
ontain (Design)	09	U.S.A.	P	CLASS 35 Computerized, wireless and mobile on-line ordering services in the field of retail and wholesale consumer products and retail services; business information regarding location and pricing of services; directory information; telephone directory information; shopper's guide information; trade information; advertising and promoting the goods and services of others; dissemination of advertising for others via an on-line electronic communications network in International Class 35.	January 8, 2001	February 7, 2001	SN: 76/207839	Received Filing Receipt with Serial Number from Trademarks Office. Awaiting office action or notice of approval; will be approx. 6 months.

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TM	FILE #	COUNTRY	STATUS	WARES/SERVICES	APPLN. DATE APPLN. #	REG. DATE REG. #	REMARKS
	10	U.S.A.	U	<p>CLASS 42 Computer services; online services; wireless services; providing indexes of information, sites, and other resources available on computer networks and communications networks; product development consultation; computer software design for others; computer services, namely providing databases and information relating to purchasing history and related data; computer services, namely providing electronic authentication services of sender identity via a global communications network and electronic device; computer services in the nature of information storage and retrieval in the field of voice and data communication; computer services, namely, providing search and report engines for obtaining data on a computer, wireless and mobile network in International Class 42.</p>	January 8, 2001	February 7, 2001 SN: 76/207760	Received Filing Receipt with Serial Number from Trademarks Office. Awaiting office action or notice of approval; will be approx. 6 months.

A APPLICATIONS
REGISTRATIONS

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Corporation

INTELLECTUAL PROPERTY STATUS REPORT: TRADEMARKS

TM	FILE #	COUNTRY	STATUS	WARES/SERVICES	APPLN. DATE APPLN. #	REG. DATE REG. #	REMARKS
ONTAIN (Word)	11	Canada	P	<p>WARES: (1) Computer software which enables secure wireless point-of-sale transactions through mobile devices, by linking together banks, payment providers, merchants, and their customers.</p> <p>SERVICES: (1) Computerized, wireless and mobile on-line ordering services in the field of retail and wholesale consumer products and real services; business information regarding location and pricing of services; directory information, telephone directory information, shopper's guide information, trade information; advertising and promoting the goods and services of others; and dissemination of advertising for others via an on-line electronic communications network.</p> <p>(2) Financial consultation services; electronic payment, namely the processing and transmission of goods and services payment data.</p> <p>(3) Communications services; wireless digital messaging services; cellular telephone services, providing telecommunication and data transmission to terminal devices and point of sale systems; and long distance communication.</p> <p>(4) Computer services; online services; wireless services; providing indexes of information, sites, and other resources available on computer networks and communications networks; product development consultation; computer software design for others; computer services, namely providing databases and information relating to purchasing history and related data; computer services, namely providing electronic authentication services of sender identity via a global communications network and electronic device; computer services in the nature of information storage and retrieval in the field of voice and data communication; computer services, namely, providing search and report engines for obtaining data on a computer, wireless and mobile network.</p>	July 3, 2001 App No. 1,108,568	July 4, 2001	Received Filing Receipt with File Number from Borden Ladner Gervais. Awaiting Trademark Office action or notice of approval, will be approx. 15 months.

A APPLICATIONS/REGISTRARS

NOTES: 1. STATUS: R = Registered; P = Pending; U = Used but not filed; O = Opposed A = Abandoned



Corporation

INTELLECTUAL PROPERTY STATUS REPORT: TRADEMARKS



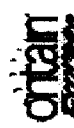
A APPLICATIONS/REGISTRATIONS		FILE #	COUNTRY	STATUS	WARES/SERVICES	APPLN. DATE APPLN. #	REG. DATE REG. #	REMARKS
TM	12	Canada	P	<p>WARES: (1) Computer software which enables secure wireless point-of-sale transactions through mobile devices, by linking together banks, payment providers, merchants, and their customers.</p> <p>SERVICES: (1) Computerized, wireless and mobile on-line ordering services in the field of retail and wholesale consumer products and real services; business information regarding location and pricing of services, directory information, telephone directory information, and promoting the guide information, trade information; advertising and promoting the goods and services of others; and dissemination of advertising for others via an on-line electronic communications network.</p> <p>(2) Financial consultation services; electronic payment, namely the processing and transmission of goods and services payment data.</p> <p>(3) Communications services; wireless digital messaging services, cellular telephone services, providing telecommunication and data transmission to terminal devices and point of sale systems; and long distance communication.</p> <p>(4) Computer services; online services; wireless services; providing indexes of information, sites, and other resources available on computer networks and communications networks; product development consultation; computer software design for others; computer services, namely providing databases and information relating to purchasing history and related data; computer services, namely providing electronic authentication services of sender identity via a global communications network and electronic device; computer services in the nature of information storage and retrieval in the field of voice and data communication; computer services, namely, providing search and report engines for obtaining data on a computer, wireless and mobile network.</p>	<p>July 3, 2001 App No 1,108,569</p>	<p>July 4, 2001 File No. 1108569</p>	<p>Received Filing Receipt with File Number from Borden Ladner Gervais. Awaiting Trademark Office action or notice of approval; will be approx. 15 months.</p>	
TM	13	Europe	P	<p>EN-09 Computer software, which enables secure wireless point-of-sale transaction through mobile devices, by linking together banks, payment providers, merchants, and their customers.</p>	<p>August 7, 2001</p>		<p>Received official filing receipt from Borden Ladner Gervais. No time-frame noted for approval.</p>	
A APPLICATIONS/REGISTRATIONS		FILE #	COUNTRY	STATUS	WARES/SERVICES	APPLN. DATE APPLN. #	REG. DATE REG. #	REMARKS
TM								

NOTES: 1. STATUS: R = Registered; P = Pending; U = Used but not filed; O = Opposed A = Abandoned



Corporation

INTELLECTUAL PROPERTY STATUS REPORT: TRADEMARKS


Ontain (Word)	14	Europe	P	EN-35 Computerized, wireless and mobile on-line ordering services in the field of retail and wholesale consumer products and retail services; business information regarding location and pricing of services; directory information; telephone directory information; shopper's guide information; trade information; advertising and promoting the goods and services of others; dissemination of advertising for others via an on-line electronic communications network.	August 7, 2001	Received official filing receipt from Borden Ladner Gervais. No time-frame noted for approval.
Ontain (Word)	15	Europe	P	EN-36 Financial consultation services; electronic payment, namely the processing and transmission of goods and services payment data.	August 7, 2001	Received official filing receipt from Borden Ladner Gervais. No time-frame noted for approval.
Ontain (Word)	16	Europe	P	EN-38 Communications services; wireless digital messaging services; cellular telephone services; providing telecommunication and data transmission to terminal devices and point of sale systems; and log distance communication.	August 7, 2001	Received official filing receipt from Borden Ladner Gervais. No time-frame noted for approval.
Ontain (Word)	17	Europe	P	EN-42 Computer services; online services; wireless services; providing indexes of information, sites, and other resources available on computer networks and communications networks; product development consulting; computer software design for others; computer services, namely providing databases and information relating to purchasing history and related data; computer services, namely providing electronic authentication services of sender identity via a global communications network and electronic devices; computer services in the nature of information storage and retrieval in the field of voice and data communication; computer services, namely, providing search and report engines for obtaining data on a computer, wireless and mobile network.	August 7, 2001	Received official filing receipt from Borden Ladner Gervais. No time-frame noted for approval.
 (ONTAIN EXPRESS & Design)	18	U.S.A.	P	CLASS 35 Services: Retail services featuring a wide variety of consumer goods of others in International Class 35.	76/324/165 October 11, 2001	Received official filing receipt from Borden Ladner Gervais. No time-frame noted for approval.
 (ONTAIN EXPRESS & Lines Design)	19	U.S.A.	P	Class 35 Services: Retail services featuring a wide variety of consumer goods of others in International Class 35	76/324/166 October 11, 2001	Received official filing receipt from Borden Ladner Gervais. No time-frame noted for approval.
 (ONTAIN EXPRESS & Design)	20	Canada	P	SERVICES: (1) In association with retail services featuring a wide variety of consumer goods of others in the United States of America (2) In association with computerized, wireless and mobile on-line ordering services in the field of retail and wholesale consumer products and retail services.	January 14, 2002	Application dispatched by Borden Ladner Gervais. May take up to one month before it is reviewed and a acknowledgment of receipt is sent.

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Corporation

INTELLECTUAL PROPERTY STATUS REPORT: TRADEMARKS

TM	FILE #	COUNTRY	STATUS	WARES/SERVICES	APPLN. DATE APPLN. #	REG. DATE REG. #	REMARKS
 (ONTAIN EXPRESS & Lines Design)	21	Canada	P	SERVICES: (1) In association with retail services featuring a wide variety of consumer goods of others in the United States of America. (2) In association with computerized, wireless and mobile on-line ordering services in the field of retail and wholesale consumer products and retail services.	January 14, 2002		Application dispatched by Borden Ladner Gervais. May take up to one month before it is reviewed and a acknowledgment of receipt is sent.

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EXHIBIT "D"

MASK WORKS

<u>MASK WORK</u>	<u>DESCRIPTION</u>	<u>COUNTRY</u>	<u>SERIAL NO.</u>	<u>REG. NO</u>	<u>STATUS</u>
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N/A