

03-13-2003



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

Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)
Tab settings ⇨ ⇨ ⇨ ▼

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

1. Name of conveying party(ies):

NativeMinds, Inc., a California corporation
(formerly Neuromedia, Inc.)

3-7-03

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: 02-28-2003

2. Name and address of receiving party(ies)

Name: Jack Carsten, agent for Purchasers

Internal Address: _____

Street Address: Four Main Street, Suite 50

City: Los Altos State: CA Zip: 94022

- Individual(s) citizenship USA
- 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
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

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

A. Trademark Application No.(s) 76003180,
76003182, 76003183, 76195058

B. Trademark Registration No.(s) 2082943,
2176148, 2274823, 2225061, 2353969

Additional number(s) attached Yes No

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

Name: Ernest G. Bootsma

Internal Address: White & Lee LLP

Street Address: 805 SW. Broadway, Suite 2440

City: Portland State: OR Zip: 97205

6. Total number of applications and registrations involved: 11

7. Total fee (37 CFR 3.41).....\$ 290.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.

Mark B. James, atty for Conv. party
Name of Person Signing

Signature

3-6-03
Date

Total number of pages including cover sheet, attachments, and document: 13

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

03/12/2003 LNUELLER 00000030 76003180

01 FC:4521
02 FC:4522

40.00 00
250.00 00

TRADEMARK
REEL: 002690 FRAME: 0049

Recordation of Security Agreement

Additional Information

2. Full name of receiving party:

“Jack Carsten as Agent for those Purchasers set forth in that certain NativeMinds, Inc. Note and Warrant Purchase Agreement dated on or about February 28, 2003.”

4B. Continued list of Registration Numbers:

2497026
2528692

Note: for reference purposes, please see the following complete list of Application and Registration Numbers:

	<u>Serial Number</u>	<u>Registration Number</u>	<u>Mark (words only)</u>
1	74/727,616	2,082,943	NEUROMEDIA
2	75/198,580	2,176,148	GERBIL
3	75/278,478	2,274,823	NEUROSCRIPT
4	75/278,547	2,225,061	NEUROSTUDIO
5	75/278,548	2,353,969	NEUROSERVER
6	75/843,437	2,497,026	FACEWARE
7	75/843,932	2,528,692	VREP
8	76/003,180	(NOT AVAILABLE)	IREPLY
9	76/003,182	(NOT AVAILABLE)	NATIVEMINDS
10	76/003,183	(NOT AVAILABLE)	NATIVEMINDS
11	76/195,058	(NOT AVAILABLE)	(miscellaneous design)

EXHIBIT C

SECURITY AGREEMENT

THIS SECURITY AGREEMENT (this "*Agreement*") is made and executed as of February 28, 2003, by NATIVEMINDS, INC., a California corporation ("*Borrower*"), in connection with that certain Note and Warrant Purchase Agreement of even date herewith (the "*Purchase Agreement*") for the benefit of the persons identified as Purchasers therein (together with such persons' successors and assigns, the "*Investors*") and Jack Carsten as the collateral agent appointed to protect the interests of the Investors (in such capacity, "*Agent*") under the Purchase Agreement.

RECITALS:

A. The Investors and Borrower entered into the Purchase Agreement, pursuant to which the Investors agreed to receive certain Convertible Promissory Notes (the "*Notes*") in exchange for making certain loans to Borrower (the "*Loans*").

B. Borrower wishes to grant to the Investors a security interest in its intellectual property assets as security for all the Secured Obligations (as defined below).

AGREEMENT:

NOW, THEREFORE, in order for the Investors to make the Loans, Borrower agrees as follows:

1. DEFINITIONS.

When used in this Agreement, the following terms shall have the following meanings:

1.1 "*Collateral*" means all intellectual property, tangible and intangible, wherever located, now owned or hereafter acquired by Borrower, or in which Borrower has or later obtains an interest, including without limitation, all Patents, Copyrights and Trademarks, trade secrets, and any and all other intellectual property assets of Borrower of whatever nature, tangible or intangible, wherever located and whether now or hereafter existing.

1.2 "*Copyrights*" means any copyrights, rights and interests in copyrights, works protectable by copyrights, copyright registrations and copyright applications, including without limitation any and all registered copyrights appearing on Schedule C-1 hereto, and all renewals of any of the foregoing, all income, royalties, damages and payments now and hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the

foregoing and the right to sue for past, present and future infringements of any of the foregoing.

1.3 *“Event of Default”* means a default by Borrower under the Notes.

1.4 *“Patents”* means any patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and all patentable inventions, including without limitation any and all registered patents appearing on Schedule C-2 hereto, and the reissues, divisions, continuations, renewals, extensions and continuations-in-part of any of the foregoing, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing.

1.5 *“Secured Obligations”* means all obligations and liabilities of every nature of Borrower now or hereafter existing under or arising out of or in connection with the Notes and/or the Purchase Agreement, whether for principal, interest (including without limitation interest that, but for the filing of a petition in bankruptcy with respect to Borrower, would accrue on such obligations), liquidation amounts, fees, expenses, indemnities or otherwise, whether voluntary or involuntary, direct or indirect, absolute or contingent, liquidated or unliquidated, whether or not jointly owned with others, and whether or not from time to time decreased or extinguished and later increased, created, or incurred, and all or any portion of such obligations or liabilities that are paid, to the extent all or any part of such payment is avoided or recovered directly or indirectly from Agent or the Investors as a preference, fraudulent transfer, or otherwise, all attorneys’ fees and other costs and expenses incurred by Agent and/or Investors in connection with the enforcement of the rights and remedies reserved in the Notes, the Purchase Agreement and this Agreement, through all appeals, and all obligations of every nature of Borrower now or hereafter existing under this Agreement.

1.6 *“Trademark”* means (a) any trademark, trade name, corporate name, company name, business name, fictitious business name, trade style, service mark, logo or other source or business identifier, and the goodwill associated therewith, now existing or hereafter adopted or acquired, any registration or recording thereof, and any application in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States or of any state thereof or any other country or any political subdivision thereof, or otherwise, including without limitation any and all registered and pending trademark applications appearing on Schedule C-3 hereto, and (b) all renewals thereof.

2. GRANT OF SECURITY INTEREST.

As continuing security for the payment and performance of the Secured Obligations, Borrower hereby grants to Agent, on behalf of, and for the ratable benefit of, each of the

Investors, a security interest in and to all of Borrower's right, title and interest in the Collateral, and all products, profits, rents and proceeds thereof, whether now existing or owned or hereafter acquired, developed or arising. Such security interest shall be senior to any and all other security interests in such assets of Borrower, provided that this provision may be amended from time to time in accordance with paragraph 6.1.

3. COVENANTS OF BORROWER.

Borrower shall fully perform each of the covenants set forth below.

3.1 Obligations to Pay.

(a) Borrower shall pay to the Investors, as and when due and in full, all amounts payable by Borrower to the Investors, pursuant to the Notes; and

(b) Borrower shall pay and reimburse Agent and the Investors for other Secured Obligations including reasonable attorneys' fees and legal expenses incurred in connection with the exercise by Agent or the Investors of any of their rights or remedies under this Agreement or the Notes.

3.2 Performance. Borrower shall fully perform in a timely fashion every covenant, agreement and obligation set forth in the Purchase Agreement, this Agreement and the Notes.

3.3 Documentation. Subsequent to the Closing, as defined by the Purchase Agreement, Borrower shall promptly (i) file a UCC-1 financing statement conforming to the terms of this Agreement with the Office of the Secretary of State of California, and (ii) record this Agreement with the United States Patent and Trademark Office.

3.4 Further Documentation. Upon the written request of Agent, and at the sole expense of Borrower, Borrower will promptly execute and deliver such further instruments and documents and take such further actions as Agent may deem desirable to obtain the full benefits of this Agreement and of the rights and powers herein granted, including, without limitation, filing of any financing statement under the Uniform Commercial Code, and transfer of Collateral to Agent's possession if necessary to perfect Agent's security interest therein. Borrower hereby authorizes Agent to file any such financing statements (including electronic or facsimile filings) on Borrower's behalf covering collateral described as "*all intellectual property assets*" of Borrower, without the signature of Borrower to the extent permitted by applicable law, and to file a copy of this Agreement in lieu of a financing statement.

3.5 Filing Fees. Borrower shall pay all costs of (or reimburse Agent for) filing this Agreement with the U.S. Patent and Trademark Office and any financing, continuation or termination statement with respect to the security interests granted herein.

3.6 Maintenance of Records. Borrower shall keep and maintain at its own cost and expense satisfactory and complete records of the Collateral. Borrower shall deliver and turn over to Agent and the Investors all books and records pertaining to the Collateral at any time after the occurrence and during the continuation of an Event of Default, if so demanded by Agent or any Investor.

3.7 Changes in Locations, Name, Etc. Borrower will not (a) change its state of organization, (b) change the location of its chief executive office/chief place of business or remove its books and records from the location specified in this Agreement, or (c) change its name, identity or structure to such an extent that any financing statement filed by Agent in connection with this Agreement would become ineffective or seriously misleading, unless it shall have given Agent at least 30 days' prior written notice thereof.

3.8 Intellectual Property.

(a) Borrower (either itself or through licensees) will (i) continue to employ each Trademark with the appropriate notice of registration, (ii) not adopt or use any mark that is confusingly similar to or a colorable imitation of such Trademark unless the Investors shall obtain a perfected security interest in such mark pursuant to this Agreement, and (iii) not (and not permit any licensee or sublicensee thereof to) do any act or knowingly omit to do any act whereby any Trademark may become invalidated.

(b) Borrower will notify Agent immediately if it knows, or has reason to know, of (i) any application or registration relating to any Trademark, Copyright or Patent material to its business that may become abandoned or dedicated or (ii) any adverse determination or development (including but not limited to the institution of, or any adverse determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court or tribunal in any country) regarding Borrower's ownership of any material Trademark, Copyright or Patent or its right to register, keep or maintain the same.

(c) Borrower shall execute and deliver to Agent all agreements, instruments, powers of attorney, documents and papers that Agent may request to evidence Agent's security interest in any Trademark, Copyright or Patents and in the goodwill and general intangibles of Borrower relating to or represented by such Trademark, Copyright or Patent. Borrower hereby constitutes Agent its attorney-in-fact to execute and file all such writings for the foregoing purposes, including pursuant to Section 3.3, with all acts of such attorney being hereby ratified and confirmed; and such power, being coupled with an interest, is irrevocable until all Secured Obligations are paid in full.

(d) Borrower will take all reasonable and necessary steps, including but not limited to all reasonable and necessary steps in any proceeding before the United States Patent and Trademark Office, United States Copyright Office or any similar office or agency

in any other country or any political subdivision thereof, to maintain and pursue each application, to obtain the relevant registration, and to maintain each registration of material Trademarks, Copyrights and Patents, including but not limited to filing applications for renewal, affidavits of use and affidavits of incontestability.

3.9 Disposition of Collateral. Except for the licensing of software in the ordinary course of Borrower's business, or for the disposition of other immaterial assets owned by Borrower in the ordinary course, Borrower will not sell, assign, transfer or otherwise convey any of the Collateral.

4. RIGHTS WITH RESPECT TO THE COLLATERAL.

4.1 No Duty on the Investors' Part. The powers conferred on Agent hereunder are solely to protect Agent's interests in the Collateral for the benefit of Agent and the Investors and shall not impose any duty upon Agent or any Investor to exercise any such powers. Except as otherwise agreed among Agent and the Investors, Agent shall be accountable only for amounts that Agent or the Investors actually receive as a result of the exercise of such powers; and neither Agent, any Investor or any of their officers, directors, employees or agents shall be responsible to Borrower for any act or failure to act hereunder.

4.2 Right to Assign. Agent, at the direction of the Investors holding a majority in interest of the Notes issued under the Purchase Agreement ("Majority Holders"), may transfer the whole or any part of the Secured Obligations, in accordance with the Purchase Agreement and Notes and all restrictions on transfer provided for therein, and may transfer therewith as collateral security the whole or any part of the Collateral; and all obligations, rights, powers and privileges herein provided shall inure to the benefit of the assignee and shall bind the successors and assigns of the parties hereto.

4.3 Duties Regarding Collateral. Beyond the safe custody thereof, Agent shall not have any duty as to any Collateral in its possession or control, or as to any preservation of any rights of or against other parties.

5. INVESTORS' RIGHTS AND REMEDIES.

5.1 General. Any material breach of this Agreement which is reasonably capable of being cured within 30 days of such breach but is not cured within such time shall constitute an Event of Default under this Agreement. Any Event of Default under the Notes also shall constitute an Event of Default under this Agreement. Upon the occurrence of any such Event of Default, Agent, at the direction of the Majority Holders, may exercise the rights and remedies of the Investors granted under the Purchase Agreement, the Notes, and under this Agreement and may exercise any other rights and remedies at law and in equity, including without limitation, remedies available under the Uniform Commercial Code, simultaneously or consecutively, all of which rights and remedies shall be cumulative. The choice of one or more rights or remedies shall not be construed as a waiver or election

barring other rights and remedies. Borrower hereby acknowledges and agrees that Agent is not required to exercise all rights and remedies available to it equally with respect to all the Collateral and that Agent may select less than all the Collateral with respect to which the rights and remedies as determined by Agent may be exercised.

5.2 Notice of Sale; Duty to Assemble Collateral. In addition to or in conjunction with the rights and remedies referred to in Section 5.1 hereof:

(a) Written notice mailed to Borrower at the address designated herein ten days or more prior to the date of public or private sale of any of the Collateral shall constitute reasonable notice.

5.3 Disposition of Collateral. In addition to all rights and remedies provided in this Agreement or by law, if an Event of Default occurs, Agent may dispose of any of the Collateral at public auction or private sale in its then present condition or following such preparation and processing as Agent deem commercially reasonable. Agent has no duty to Borrower to prepare or process the Collateral prior to sale. Agent may disclaim warranties of title, possession, quiet enjoyment and the like. Such actions by Agent shall not affect the commercial reasonableness of the sale. Further, Agent may comply with any applicable state or federal law requirements in connection with a disposition of the Collateral, and such compliance will not be considered adversely to affect the commercial reasonableness of any sale of the Collateral.

6. GENERAL PROVISIONS.

6.1 Entire Agreement. This Agreement, together with the Purchase Agreement, the Notes and the other documents executed in connection herewith and therewith, sets forth all the promises, covenants, agreements, conditions and understandings among or between the parties hereto with respect to the subject matter hereof, and supersedes, merges and voids all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied oral or written, with respect thereto, except as contained or referred to herein. This Agreement may be amended or terminated only by an instrument signed by Borrower and Agent (the Agent's amendment or termination requiring written approval of the Majority Holders). No waiver of rights by Agent shall be effective unless in writing, upon written approval of the Majority Holders.

6.2 Invalidity. If any provision of this Agreement shall for any reason be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereunder, but this Agreement shall be construed as if such invalid or unenforceable provision had never been contained herein.

6.3 Nonwaiver and Nonexclusive Rights and Remedies.

(a) No right or remedy herein conferred upon or reserved to Agent is intended to exclude any other right or remedy, but each and every such right or remedy shall be cumulative and shall be in addition to every other right or remedy given hereunder and now or hereafter existing at law or in equity.

(b) No delay or omission by Agent or any Investor in exercising any right or remedy accruing upon an Event of Default shall impair any such right or remedy, or shall be construed to be a waiver of any such Event of Default or an acquiescence therein, nor shall it affect any subsequent Event of Default of the same or of a different nature.

6.4 Termination of Security Interest. When all the Secured Obligations of a relevant party have been paid in full or converted into equity securities of Borrower as set forth in the Note and Warrant Purchase Agreement, the security interest of the relevant party provided herein shall terminate and Agent, as appropriate, shall return to Borrower all Collateral then held by Agent, if any, and upon written request of Borrower, shall execute, in form for filing, termination statements of the security interests herein granted, in each case at the expense of Borrower. Thereafter, no party hereto shall have any further rights or obligations hereunder.

6.5 Assignment. Borrower shall not assign this Agreement nor any of its rights, interests or obligations hereunder without the prior written consent of the Agent, who shall provide such consent only with the written approval of Majority Holders. Except as otherwise provided herein, all rights of Agent and the Investors hereunder shall inure to the benefit of their respective successors and assigns, and all obligations of Borrower shall be binding upon its successors and assigns.

6.6 Agent's Appointment as Attorney-in-Fact.

(a) Borrower hereby irrevocably constitutes and appoints Agent and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact, which shall be deemed coupled with an interest and shall be irrevocable, with full power and authority in the place and stead of Borrower and in the name of Borrower or in its own name, from time to time in Agent's discretion, for the purpose of carrying out the terms of this Agreement, to take any and all appropriate action and to execute any and all documents and instruments that may be necessary or desirable to accomplish the purposes of this Agreement, including, without limitation: (i) to demand, sue for, and give an effectual discharge of any sum payable to Borrower for Collateral assigned to Agent; and (ii) to execute on behalf of Borrower any UCC financing statements, amendments thereto and continuations thereof (or similar statements of notice, registration, amendment or continuation under the laws of any jurisdiction), or other writing in connection with this Agreement or the Collateral as Agent may require for the purpose of protecting, maintaining or enforcing the Collateral or the security interest granted to Agent in the Collateral. Borrower agrees to reimburse Agent on demand for any and all expenditures made in connection with any of the foregoing powers exercised by Agent hereunder.

(b) Borrower also authorizes Agent, at any time and from time to time, to execute, in connection with the sale or other disposition of Collateral provided for in Section 5 hereof, any endorsements, assignments or other instruments of conveyance or transfer with respect to the Collateral.

(c) The powers conferred on Agent hereunder are solely to protect Agent's and the Investors' interests in the Collateral and shall not impose any duty upon Agent or any Investor to exercise any such powers. Agent and the Investors shall be accountable to Borrower only for amounts that they actually receive as a result of the exercise of such powers, and neither Agent, the Investors or any of their officers, directors, employees or agents, shall be responsible to Borrower for any act or failure to act hereunder; provided, that Borrower is entitled to rely on directions to act and notice given by Agent as constituting directions to act or notice given directly from the Investors. By accepting the position as collateral agent, Agent represents to the Investors that Agent hereby agrees to act solely pursuant to directions given by the Majority Holders, except that Agent is authorized to take action without the direction of the Majority Holders if such action is deemed by it to be immediately necessary to: (i) avoid forfeiture of a right or remedy hereunder or (ii) to avoid loss or diminution of the value of the Collateral.

6.7 Performance by the Investors of Borrower's Obligations. If Borrower fails to perform or comply with any of its agreements contained herein and the Investors, as provided for by the terms of this Agreement, shall perform or comply, or otherwise cause performance or compliance, with such agreement, the expense of the Investors incurred in connection with such performance or compliance, together with interest thereon at the rate provided for in the Notes upon the occurrence of an Event of Default, shall be payable by Borrower to the Investors, in proportion to the principal amount of the Notes or such other basis as the Majority Holders agree and Agent notifies Borrower and such shall constitute further Secured Obligations.

6.8 Governing Law. This Agreement and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with and shall be governed by the laws of the state of California, without regard to the choice of law rules thereof.

6.9 Notices. Unless otherwise provided, any notice required or permitted under this Agreement shall be given in writing and shall be deemed effectively delivered (a) upon personal delivery to the party to be notified, (b) upon confirmation of receipt by fax by the party to be notified, (c) one business day after deposit with a reputable overnight courier, prepaid for overnight delivery and addressed as set forth in (d), or (d) three days after deposit with the United States Post Office, postage prepaid, registered or certified with return receipt requested and addressed to the party to be notified at the address indicated below, or at such other address as such party may designate by ten days' advance written notice to the other party given in the foregoing manner.

If to Borrower:

NativeMinds, Inc.
404 Bryant Street
San Francisco, CA 94107
Attention: Aleks Rabrenovich

With a copy to:

White & Lee LLP
545 Middlefield Road, Suite 250
Menlo Park, CA 94025
Attention: Mark Cameron White

If to Agent:

To such address as may be designated by
the Agent to Borrower in writing.

If to Investor(s):

At the addresses shown on the signature
pages to the Purchase Agreement or to
such other address as an Investor may
designate in writing to the other parties.

6.10 Counterparts. This Agreement may be executed in one or more counterparts,
and by facsimile, each of which shall constitute an original Agreement, but all of which
together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Borrower has caused these presents to be duly executed by
its duly authorized signatory as of the day and year first above written.

BORROWER:
NATIVEMINDS, INC.

By: _____


Peter Micciche, CEO

AGENT:

By: _____


Jack Carsten

SCHEDULE C-1

**NativeMinds, Inc.
Registered Copyrights**

No applications for registration of copyrights have been filed at this time.

SCHEDULE C-2

NativeMinds, Inc. Patents

- 1) United States Patent: 6,259,969
Issue Date: July 10, 2001
Title: System and method for automatically verifying the performance of a virtual robot
Inventors: Tackett; Walter A. (San Francisco, CA); Benson; Scott S. (Burlingame, CA)
Assignee: NativeMinds, Inc. (San Francisco, CA)
Appl. No.: 017760
Filed: February 3, 1998

- 2) United States Patent: 6,314,410
Issue Date: November 6, 2001
Title: System and method for identifying the context of a statement made to a virtual robot
Inventors: Tackett; Walter A. (San Francisco, CA); Benson; Scott S. (Burlingame, CA); Dillinger; Ray S. (Novato, CA)
Assignee: Nativeminds, Inc. (San Francisco, CA)
Appl. No.: 067322
Filed: April 27, 1998

- 3) United States Patent: 6,363,301
Issue Date: March 26, 2002
Title: System and method for automatically focusing the attention of a virtual robot interacting with users
Inventors: Tackett; Walter A. (San Francisco, CA); Benson; Scott S. (Burlingame, CA)
Assignee: Nativeminds, Inc. (San Francisco, CA)
Appl. No.: 868713
Filed: June 4, 1997

SCHEDULE C-3

NativeMinds, Inc.
Trademarks, Registered and Pending

- 1) Serial Number: 74727616
Registration Number: 2082943
Mark (words only): **NEUROMEDIA**
Current Status: Registered.
Date of Status: 1997-07-29
Filing Date: 1995-09-11
Registration Date: 1997-07-29
Owner: Tackett, Walter

Goods and/or Services: computer programs and software all featuring routines for use in computer programs by others and software tools for use by others in developing computer programs relating to intelligent game components and tools, artificial intelligence, artificial life, learning and optimization routines, programmatic on-line technologies and adaptive computation routines

- 2) Serial Number: 75198580
Registration Number: 2176148
Mark (words only): **GERBIL**
Current Status: Registered.
Date of Status: 1998-07-28
Filing Date: 1996-11-15
Registration Date: 1998-07-28
Owner: NEUROMEDIA, INC.

Goods and/or Services: computer programs for use in developing and executing other computer programs on computers, computer networks, and global communications networks, and instruction manuals sold therewith; computer programs for use in navigating and transferring information on computers, computer networks and global communications networks, and instruction manuals sold therewith; computer programs for use in the development of other software in the field of application development, tools and utilities, database implementation reporting and connectivity, user interfaces, visual development tools and programming tools and utilities and instructional manuals sold therewith

3) Serial Number: 75278478
Registration Number: 2274823
Mark (words only): **NEUROSCRIPT**
Current Status: Registered.
Date of Status: 1999-08-31
Filing Date: 1997-04-21
Registration Date: 1999-08-31
Owner: Neuromedia, Inc.

Goods and/or Services: computer programs for use in developing and executing other computer programs on computers, computer networks, and global communication networks and instruction manuals sold therewith

4) Serial Number: 75278547
Registration Number: 2225061
Mark (words only): **NEUROSTUDIO**
Current Status: Registered.
Date of Status: 1999-02-23
Filing Date: 1997-04-21
Registration Date: 1999-02-23
Owner: Neuromedia, Inc.

Goods and/or Services: computer software for developing computer software including, visual editing software; compiler software; test platform operating system software for testing and altering the source operating code, operator interaction and debugging information of the developed computer software

5) Serial Number: 75278548
Registration Number: 2353969
Mark (words only): **NEUROSERVER**
Current Status: Registered.
Date of Status: 2000-05-30
Filing Date: 1997-04-21
Registration Date: 2000-05-30
Owner: Neuromedia, Inc.

Goods and/or Services: computer software used for running software agent programs on a computer network server and for serving multiple connections to global computer information networks

6) Serial Number: 75843437
Registration Number: 2497026
Mark (words only): **FACEWARE**
Current Status: Registered.
Date of Status: 2001-10-09
Filing Date: 1999-11-08
Registration Date: 2001-10-09
Owner: Neuromedia, Inc.

Goods and/or Services: full line of computer software and programs that provide a conduit and create a natural language two-way dialog between users and other computer programs and/or data repositories

7) Serial Number: 75843932
Registration Number: 2528692
Mark (words only): **VREP**
Current Status: Registered.
Date of Status: 2002-01-08
Filing Date: 1999-11-09
Registration Date: 2002-01-08
Owner: NATIVEMINDS, INC.

Goods and/or Services: DOWNLOADABLE COMPUTER SOFTWARE FOR USE IN DEVELOPING AND DEPLOYING SOFTWARE AGENT PROGRAMS THAT INTERACT WITH USERS ON A COMPUTER NETWORK SERVER AND COMMUNICATE WITH MULTIPLE USERS OVER GLOBAL COMPUTER NETWORKS

8) Serial Number: 76003180
Registration Number: (NOT AVAILABLE)
Mark (words only): **IREPLY**
Current Status: An ex parte appeal of a final refusal to register the applied for mark is pending before the Trademark Trial and Appeal Board.
Date of Status: 2001-08-07
Filing Date: 2000-03-17
Registration Date: (DATE NOT AVAILABLE)
Owner: Neuromedia, Inc.

Goods and/or Services: computer services for use in the creation, deployment and maintenance of virtual representatives for use over the global computer information network

9) Serial Number: 76003182
Registration Number: (NOT AVAILABLE)
Mark (words only): **NATIVEMINDS**
Current Status: The final review before registration has been completed for this Intent to Use application and it will register in due course.
Date of Status: 2003-01-21
Filing Date: 2000-03-17
Registration Date: (DATE NOT AVAILABLE)
Owner: Neuromedia, Inc.

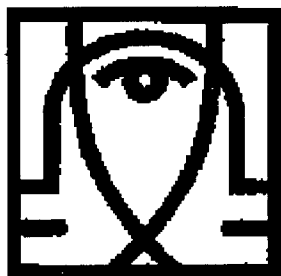
Goods and/or Services: COMPUTER SERVICES; NAMELY, INSTALLATION, TESTING, ANALYSIS AND EVALUATION OF SOFTWARE PROGRAMS THAT FEATURE A SIMULATED, AUTOMATED CUSTOMER SERVICE REPRESENTATIVE, IN THE FIELD OF CUSTOMER SERVICE

10) Serial Number: 76003183
Registration Number: (NOT AVAILABLE)
Mark (words only): **NATIVEMINDS**
Current Status: Abandoned: No Statement of Use filed after Notice of Allowance was issued.
Date of Status: 2002-05-28
Filing Date: 2000-03-17
Registration Date: (DATE NOT AVAILABLE)
Owner: NATIVEMINDS, INC.

Goods and/or Services: Computer software featuring a simulated, automated customer service representative for use in providing on-line assistance to customers according to programmer-defined parameters

Note: Abandonment due to Trademark Office error. A Request for Cancellation and Reissuance of Notice of Allowance has been filed and is under review.

11) Serial Number: 76195058
Registration Number: (NOT AVAILABLE)
Mark



Current Status: Final review prior to publication has been completed, application will be published for opposition.
Date of Status: 2003-02-13
Filing Date: 2001-01-17
Registration Date: (DATE NOT AVAILABLE)
Owner: NativeMinds, Inc.

Goods and/or Services: COMPUTER SOFTWARE FEATURING A SIMULATED, AUTOMATED CUSTOMER SERVICE REPRESENTATIVE FOR USE IN PROVIDING ON-LINE ASSISTANCE TO CUSTOMERS ACCORDING TO PROGRAMMER-DEFINED PARAMETERS

Goods and/or Services: CONSULTATION, IMPLEMENTATION, AND MAINTENANCE OF SOFTWARE PROGRAMS, NAMELY, COMPUTER-GENERATED VIRTUAL CUSTOMER REPRESENTATIVES