

01-13-2005

FORM PTO-1594

REC

(Rev. 03/01)

Jan 11-05

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



U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

102919223

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

1. Name of conveying party(ies):
SER Solutions, Inc.

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

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: December 17, 2004

Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation-State-Delaware
 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)
76-555,555	2,714,654 2,587,035
76-555,554	2,675,074 2,098,642
76-555,553	2,816,735 1,953,345
76-463,581	2,384,634 2,139,318
76-395,600	2,542,043
	2,285,047

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: 15

7. Total fee (37 CFR 3.41): \$390
 Enclosed
 Authorized to be charged to deposit account

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

01/12/2005 ECDOPER 00000001 76555555

01 FC:8521 40.00 DP

02 FC:8522 350.00 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.

Manibel Arteaga
Name of Person Signing

Manibel Arteaga
Signature

12/31/04
Date

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

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

TRADEMARK
REEL: 003103 FRAME: 0745

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "IP Agreement") is made as of the 17th day of December 2004, by and between SER Solutions, Inc. ("Grantor"), and Silicon Valley Bank, a California banking corporation ("Bank").

RECITALS

A. Bank will make credit extensions to Grantor as described in the Loan and Security Agreement (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 that 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;

(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 non-exclusive 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 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 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, (ii) use its best efforts to detect infringements of the Trademarks, Patents, Copyrights, and Mask Works and promptly advise Bank in writing of material infringements detected and (iii) not allow any Trademarks, Patents, Copyrights, or Mask Works to be abandoned, forfeited or dedicated to the public without the written consent of Bank, which shall not be unreasonably withheld, unless Grantor determines that reasonable business practices suggest that abandonment is appropriate;

(g) Grantor shall not register any Copyrights or Mask Works with the United States Copyright Office unless it: (i) has given at least fifteen (15) days' prior notice to Bank of its intent to register such Copyrights or Mask Works and has provided Bank with a copy of the application it intends to file with the United States Copyright Office (excluding exhibits thereto); (ii) executes a security agreement or such other documents as Bank may reasonably request in order to maintain the perfection and priority of Bank's security interest in the Copyrights proposed to be registered with the United States Copyright Office; and (iii) records such security documents with the United States Copyright Office contemporaneously with filing the Copyright application(s) with the United States Copyright Office. Grantor shall promptly provide to Bank a copy of the Copyright application(s) filed with the United States Copyright Office, together with evidence of the recording of the security documents necessary for Bank to maintain the perfection and priority of its security interest in such Copyrights or Mask Works. Grantor shall provide written notice to Bank of any application filed by Grantor in the United States Patent Trademark Office for a patent or to register a trademark or service mark within 30 days of any such filing;

(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 valid and perfected 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 referred to in clause (i) below;

(i) To its knowledge (except for, and upon, the filing with the United States Patent and Trademark office with respect to the Patents and Trademarks and the Register of Copyrights with respect to the Copyrights and Mask Works necessary to perfect the security interests created hereunder, and except as has been already made or obtained) no authorization, approval or other action by, and no notice to or filing with, any U.S. governmental authority or U.S. regulatory body is required either (i) for the grant by Grantor of the security interest granted hereby or for the execution, delivery or performance of this IP Agreement by Grantor in the U.S. or (ii) for the perfection in the United States or the exercise by Bank of its rights and remedies thereunder;

(j) 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;

(k) 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 a anti-assignment provisions that could in effect prohibit the creation of a security interest in such contracts; and

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

(b) 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 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 Virginia 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:

21680 Ridgetop Circle
Dulles, VA 20166

GRANTOR:

SER SOLUTIONS, INC.

By: 

Name: James Zuzak

Title: SVP & General Counsel

EXHIBIT "A"
COPYRIGHTS

SCHEDULE A - ISSUED COPYRIGHTS

Registered Copyrights		
<u>Title</u>	<u>Reg. No.</u>	<u>Date Registered</u>
Call manager CPS 4.1	TX4871058	May 11, 1999
Call manager CPS 4.3	TX4863394	December 30, 1998
Encore Plus version 2.0.0.2	TX5425189	November 13, 2001
Call Processing System version 6.4.0.2	TX5425186	November 13, 2001
Call Manager Supervisor for Windows version 2.3.0.0	TX5425188	November 13, 2001
S7000 TOMS version 3.2a	TX5433074	November 13, 2001
Call Manger Gateway version 4.0.5, including Gateway Server and GUI Supervisor	TX5433083	November 13, 2001
Centenium XL version 3.2.0.2, including Server version 3.2.0 and GUI Administrator version 3.2.0	TX5425187	November 13, 2001
Call Processor 12000 version 804.015	TX5436269	November 13, 2001
TSP version 01.037	TX5436270	November 13, 2001

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>
None				

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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Copyrights in all software developed and marketed by the Contact Center and Brainware business units of SER Solutions, Inc., including copyrights in the following products: Call Processing System (CPS); Call Processing System Enterprise Edition (CPS E²); SERTAINTY; Centenium; Call Manager Gateway; TSP500; SERbrainware; SERglobalBrain Enterprise Edition; SERglobalBrain Personal Edition; SERoutlookAccess; SERdistiller; and SERcapture.

EXHIBIT "B"

PATENTS

PATENT
DESCRIPTION DOCKET NO. COUNTRY SERIAL NO. FILING DATE STATUS

U.S. Patents - Issued		
<u>Title</u>	<u>Patent No.</u>	<u>Issue Date</u>
Method of Randomizing Telephone Numbers	US 4741028	April 26, 1988
Telephone Line Monitoring System	US 4742537	May 3, 1988
Call management system with protocol converter and port controller	US 4817130	March 28, 1989
Digital Voice Recording and Reproduction and Telephone Network Signaling Using Direct Storage in RAM of PCM Encoded Data	US 4829514	May 9, 1989
System for Regulating Arrivals of Customers to Servers	US 4858120	August 15, 1989
Telephone Trunk Interface Circuit	US 4864605	September 5, 1989
Alternate Memory Addressing for Information Storage and Retrieval	US 4875157	October 17, 1989
Redundancy and Buffering Circuits	US 4894827	January 16, 1990
Pacing of Telephone Calls for Call Origination Management Systems	US 4933964	June 12, 1990
Voice Recognition Method	US 5007000	April 9, 1991
Call Progress Pacing	US 5179589	January 12, 1993
Call Management System with Protocol Converter and Port Controller	US RE34536	February 8, 1994
Method for Pacing Calls to Reduce Nuisance Calls	US 5327491	July 5, 1994
System for Integrating A Stand Alone Inbound Automatic Call Distributor and an Outbound Automatic Call Dialer	US 5425093	June 13, 1995
Automated Telephone Calling System	US 5430792	July 4, 1995
Calling System and Method	US 5533103	July 2, 1996
System for Integrating a Stand Alone Inbound Automatic Call Distributor and a Outbound Automatic Call Dialer	US 5544220	August 6, 1996
Outbound Call Pacing Method Which Statistically Matches the Number of Calls Dialed to the Number of Available Operators	US 5640445	June 17, 1997
System for Adding Outbound Dialing to Inbound Call Distributors	US 5687225	November 11, 1997
Voice Interactive Call Center Training Method Using Actual Screens and Screen Logic	US 5757644	May 26, 1998
Real-Time, On-Line, Call Verification System	US 5867559	February 2, 1999
Call Pacing Method	US 5907601	May 25, 1999
Call Pacing Method	US 5926528	July 20, 1999

U.S. Patents - Issued		
<u>Title</u>	<u>Patent No.</u>	<u>Issue Date</u>
Outbound Switch Pacing	US 6278776	August 21, 2001
System for Managing Agent Assignments	US 6278777	August 21, 2001
Call Center Outbound/Inbound Balance System	US 6282282	August 28, 2001
Optimization of Agent Transfers in Call Blending	US 6282283	August 28, 2001
Reassignment of agents	US 6310951	October 30, 2001

U.S. Patent Applications		
<u>Title</u>	<u>Ser. No.</u>	<u>Filing Date</u>
Database System	09/214682	July 8, 1997
Internet Voice Call Back Using Call Management Technology	09/749,398	December 28, 2000
Classification Method and Apparatus	09/561196	April 27, 2000
Method of Processing Electronic Documents	10/204,756	Aug. 23, 2002
Methods And Apparatus For Audio Data Monitoring and Evaluation Using Speech Recognition	60/419,737	October 18, 2002
Methods And Apparatus For Audio Data Analysis And Data Mining Using Speech Recognition	60/419,738	October 18, 2002

PCT Patent Applications		
<u>Title</u>	<u>Ser. No.</u>	<u>Filing Date</u>
Internet Voice Call Back Using Call Originating Management Technology	PCT/US01/50447	December 28, 2001
Method and Apparatus for Processing Electronic Documents	PCT/EP01/01132	February 2, 2001
Associative Memory	PCT/EP01/09577	August 20, 2001
Method and Apparatus for retrieving relevant information	PCT/EP02/13011	November 20, 2002
Method of Automatically Indexing Documents	PCT/US02/27132	August 27, 2002

European Patents		
<u>Title</u>	<u>Pat. No.</u>	<u>Filing Date</u>
Database System	EP0910829	July 8, 1997
Classification Method and Apparatus	EP1049030	April 6, 2000
Method and Apparatus for Processing Electronic Documents	EP1128278	February 23, 2000
Associative Memory	EP1182577	August 18, 2000
Method for automatically indexing documents	EP1288792	August 27, 2001

European Patents		
<u>Title</u>	<u>Pat. No.</u>	<u>Filing Date</u>
Method of Process Modeling	EP1182592	August 18, 2000

National Patent Applications			
<u>Title</u>	<u>Country</u>	<u>App. No.</u>	<u>Filing Date</u>
Database System	Germany	DE19627472	July 8, 1996
Method of Processing Electronic Documents	Australia	2001233736	Feb. 2, 2001
Method of Processing Electronic Documents	Canada	00103810.8	Feb. 2, 2001
Method of Processing Electronic Documents	Japan	2001-562361	Feb. 2, 2001
Associative Memory	Australia	not assigned	Aug. 20, 2001
Associative Memory	Canada	not assigned	Aug. 20, 2001
Associative Memory	Japan	not assigned	Aug. 20, 2001

EXHIBIT "C"
TRADEMARKS

<u>TRADEMARK DESCRIPTION</u>	<u>SERIAL NO.</u>	<u>REG. NO</u>	<u>STATUS</u>
V Vortecs and Design		2,714,654	Registered
V Vortecs and Design		2,675,074	Registered
Strategic Convergence	76-555,555		Pending
Encore Plus	76-555,554		Pending
SERSynergy	76-555,553		Pending
SmartStat		2,816,735	Registered
Brainsearch	76-463,581		Pending
Brainware	76-395,600		Pending
Cybernetics		2,384,634	Registered
Workforce Manager		2,542,043	Registered
Roster Optimization		2,285,047	Registered
Operations Analyzer		2,587,035	Registered
EIS International		2,098,642	Registered
Smart-Pace		1,953,345	Registered
Centenium		2,139,318	Registered

Exhibit "D" attached to that certain Intellectual Property Security Agreement dated December 17, 2004.

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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Any Mask Works that are part of the products listed in Exhibit A.