

05-12-2005



RECORDED
TRADEMARK
103001349

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

5-9-05

1. Name of conveying party(ies):

SIMDESK TECHNOLOGIES, INC.

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

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) November 19, 2003

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: ALTAZANO MANAGEMENT, LLC

Internal

Address: _____

Street Address: 2550 NORTH LOOP WEST

City: HOUSTON

State: TEXAS

Country: USA Zip: 77092

Association Citizenship _____

General Partnership Citizenship _____

Limited Partnership Citizenship _____

Corporation Citizenship _____

Other LLC Citizenship TEXAS

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

SEE ATTACHED

B. Trademark Registration No.(s)

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

SEE ATTACHED

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

Name: RALPH K. MILLER, JR.

Internal Address: CHAMBERLAIN, HRDLICKA, WHITE,

WILLIAMS & MARTIN

Street Address: 1200 SMITH STREET, SUITE 1400

City: HOUSTON

State: TEXAS Zip: 77002

Phone Number: 713-658-1818

Fax Number: 713-658-2553

Email Address: ken.miller@chamberlainlaw.com

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 80.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____
Authorized User Name _____

9. Signature:

Ralph K. Miller, Jr.
Signature

5/9/05
Date

RALPH K. MILLER, JR.
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 39

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

NEW TRADEMARKS:

<i>Matter Number</i>	<i>Mark</i>	<i>Country</i>	<i>Serial No.</i> <i>Filing Date</i>	<i>Registration No</i> <i>Issue Date</i>	<i>Current Status</i>
	SPARKY (Design)	U.S.	78/449,339 7/12/2004		PENDING Approved for publication for opposition 3/8/2005
	SIMMOBILE	U.S.	78/450,323 7/14/2004		PENDING Office Action received 2/25/2005, response due 8/25/2005

0519201.01

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") is entered into as of November 19, 2003, between SimDesk Technologies, Inc., a Nevada corporation (the "Company" or the "Issuer") and Altazano Management, LLC, a Texas limited liability company, as collateral agent (together with its successor(s) and assigns, in such capacity, the "Collateral Agent"), for the benefit of the Purchasers defined below. Capitalized terms used but not defined in this Agreement shall have the respective meanings set forth in the Purchase Agreement.

WITNESSETH:

WHEREAS, pursuant to the terms of that certain Purchase Agreement, dated as of the date hereof (the "Purchase Agreement"), by and between the Company, John B. Goodman 1984 Grantor Trust, Carroll Goodman Grantor Trust, John Bailey Goodman, Jr. 1991 Trust, Harriett Elizabeth Goodman 1991 Trust, Bailey Quin Daniel 1991 Trust, Meg Goodman Daniel 1984 Grantor Trust, Sam Houston Abell 1991 Trust, Lucy Hughes Abell 1991 Trust, and Betsy G. Abell 1984 Grantor Trust (collectively, the "Goodman Purchaser"), and W.A. Moncrief, Jr. Trust (the "Moncrief Purchaser"; the Moncrief Purchaser and the Goodman Purchaser, collectively, the "Purchasers"), the Purchasers have agreed to purchase certain Secured Convertible Notes of the Company (the "Notes");

WHEREAS, the obligations of the Company under the Notes and the Purchase Agreement are to be secured by certain assets of the Company pursuant to the terms of this Agreement;

WHEREAS, pursuant to Section 7.1 of the Purchase Agreement, the Company is required to execute and deliver this Agreement and to grant to the Collateral Agent a continuing security interest in all of the IP Collateral (as defined below) to secure all the Secured Obligations (as defined below);

NOW, THEREFORE, in consideration of the foregoing premises and in order to induce the Purchasers to purchase the Notes, the Company and the Collateral Agent hereby agree as follows:

Section 1. Definitions. As used herein, the following terms shall have the following meanings:

"*Company Default*" shall have the meaning assigned to such term in Section 8 hereof.

"*IP Collateral*" shall have the meaning assigned to such term in Section 2 hereof.

"*Negligible Economic Value*" shall mean the economic value of the IP Collateral, in the reasonable business judgment of the Company, is such that the expense to maintain, defend, use, register, or prosecute the IP Collateral is less than, or approximately equivalent to, the economic value received by the Company from the IP Collateral.

“*Patents*” shall mean all United States and foreign letters patent and applications for letters patent of Company, and the inventions and improvements therein disclosed, and any and all divisions, reissues, continuations, renewals, extensions and continuations-in-part thereof of said letters patent including, without limitation the patents listed on Exhibit A annexed hereto and made a part hereof and the right to sue for past, present and future infringements and rights corresponding thereto throughout the world.

“*PTO*” shall mean the United States Patent and Trademark Office or any other federal or foreign governmental agency which may hereafter perform its functions in the United States or foreign jurisdictions.

“*SimDesk Products*” means the (a) applications technology programs known as Word Processor, Spreadsheet, File Explorer, Group Manager, Remote Printing, E-Mail, Calendar, File Backup and Retrieval, Instant Messenger and Platforms and (b) the server technology program known as World Wide Server of the Issuer.

“*Trademarks*” shall mean all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, trade styles, service marks, designs, logos and other source or business identifiers of Company, whether registered or unregistered, available for protection under the laws of the United States and foreign jurisdictions, including, without limitation, the trademarks listed on Exhibit B annexed hereto and made a part hereof, together with all registrations and recordings thereof, all applications in connection therewith (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), any goodwill of the business connected with, and symbolized by, any of the foregoing, and the right to sue for past, present and future infringements and rights corresponding thereto throughout the world.

Section 2. Grant and Pledge of Security. To secure the payment, performance and observance of the Secured Obligations as more fully described in Section 3 below, the Company hereby grants, assigns, pledges, mortgages, hypothecates and affirms to the Collateral Agent, a continuing security interest in all of the present and future right, title and interest of the Company in and to the following property, and each item thereof, whether now owned or existing or hereafter created, acquired or arising in favor of the Company, together with all substitutions and accessions of or to any of the following property (collectively, the “IP Collateral”):

- (a) All Patents.
- (b) All Trademarks.
- (c) All renewals of any of the foregoing.

(d) Any proceeds from the sale of all of the Company’s full legal and beneficial title to items (a), (b), and (c) above, or any proceeds from the sale of the source and object code for the software programs comprising the SimDesk Products.

(e) Any and all proceeds from the enforcement by the Company of the Patents and Trademarks and all renewals thereof including but not limited to proceeds of infringement suits.

(f) Any proceeds from items (a), (b) and (c) above.

Section 3. Security for Obligations. This Agreement secures the full and prompt payment when due (whether at the stated maturity, by acceleration or otherwise) of the principal and interest owing under the Notes (the "Secured Obligations"). Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts that constitute part of the Secured Obligations that would be owed by the Company to the Purchasers under the Notes, the Purchase Agreement and any other document related thereto but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving the Company (including, without limitation, post-petition interest accruing during any such proceeding).

Section 4. Company Remains Liable. Anything herein to the contrary notwithstanding, (a) the exercise by Required Lenders of any of the rights hereunder shall not release the Company from any of its duties or obligations under the contracts and agreements included in the IP Collateral, and (b) the Required Lenders shall not have any obligation or liability under the contracts, agreements and other instruments included in the IP Collateral by reason of this Agreement, nor shall the Required Lenders be obligated to perform any of the obligations or duties of the Company thereunder or to take any action to collect or enforce any claim for payment assigned hereunder.

Section 5. Incorporation of Provisions by Reference. The provisions of the following articles and sections of the Purchase Agreement shall apply for the purposes of this Agreement as if they were set out in full in this Agreement and as if reference in those articles and sections to the Purchase Agreement were references to this Agreement:

Article 5	Representations and Warranties of the Issuer
Article 6	Representations and Warranties of the Purchaser
Article 12.2	Transfer and Exchange

Section 6. Further Assurances.

(a) The Company agrees that from time to time, at its own expense, it shall promptly execute and deliver all further instruments and documents, and take all further action that the Collateral Agent may reasonably request, in order to perfect and protect any pledge, assignment or security interest granted or purported to be granted hereby (including, without limitation, taking any actions to provide the Collateral Agent with a first priority perfected security interest in any IP Collateral) or to enable the Collateral Agent to exercise and enforce their rights and remedies hereunder with respect to any IP Collateral. Without limiting the generality of the foregoing, the Company will execute and file such financing or continuation statements, or amendments thereto, and such other instruments or notices as the Collateral Agent may reasonably request, in order to perfect

and preserve the pledge, assignment and security interest granted or purported to be granted hereunder.

(b) The Company hereby authorizes the Collateral Agent to file one or more financing or continuation statements, and amendments thereto, relating to all or any part of the IP Collateral without the signature of the Company where permitted by law. A photocopy or other reproduction of this Agreement or any financing statement covering the IP Collateral or any part thereof shall be sufficient as a financing statement where permitted by law.

(c) The Company will not sell, transfer, pledge or otherwise convey any IP Collateral, or create or suffer to exist any lien, security interest or other charge or encumbrance senior to the security interest of the Collateral Agent upon or with respect to any of the IP Collateral (other than the security interests created under this Agreement) without the prior written consent of the Required Lenders.

(d) Until all of the Secured Obligations have been satisfied in full and the Purchase Agreement terminated, the Company shall not enter into any license agreement related to the IP Collateral with any person or entity except in the ordinary course of the Company's business, and shall not become a party to any agreement with any person or entity that is inconsistent with the Company's obligations under this Agreement.

Section 7. Remedies. If any Company Default shall have occurred and be continuing the Collateral Agent, on behalf of the Purchasers, may exercise in respect of the IP Collateral, in addition to other rights and remedies provided for herein or otherwise available to it under the Notes, the Purchase Agreement or by law, all the rights and remedies of a secured party upon default under the Uniform Commercial Code as in effect from time to time in the State of Nevada (the "UCC") (whether or not the UCC applies to the affected IP Collateral).

Section 8. Events of Default. An event of default shall exist if any one of the following conditions or events shall occur and be continuing, after the expiration of any period granted for a curing of such events (each, a "Company Default"):

- (a) failure of the Company to make any payment of interest or principal on the Convertible Notes within five (5) Business Days of any such payment being due;
- (b) the Company becomes the subject of a Bankruptcy;
- (c) the happening of any other event which makes it unlawful, impossible or impractical to carry on the business of the Issuer; or
- (d) failure by the Company to perform or observe any material term, covenant or agreement, on its part to be performed or observed under (1) the Purchase Agreement, (2) the Company's Constitutional Documents or (3) any other Transaction Document; provided, any such failure shall not become a Company Default for a period of 30 days after notice thereof being given by the Required Lenders.

Section 9. Indemnity and Expenses. The Company agrees to indemnify the Collateral Agent from and against any and all claims, losses and liabilities growing out of or resulting from this Agreement (including, without limitation, enforcement of this Agreement), except claims, losses or liabilities found in a final, non-appealable judgment by a court of competent jurisdiction to have resulted solely from any Collateral Agent's gross negligence, willful misconduct or breach of any of its obligations hereunder.

Section 10. Security Interest Absolute. The obligations of the Company under this Agreement are independent of the Secured Obligations, and a separate action or actions may be brought and prosecuted against the Company to enforce this Agreement, irrespective of the Secured Obligations. All rights of the Collateral Agent and the pledge, assignment and security interest hereunder, and all obligations of the Company hereunder, shall be absolute and unconditional, irrespective of any lack of validity or enforceability of the Notes or any other agreement or instrument relating thereto, any change, restructuring or termination of the corporate structure or existence of the Company or any other circumstance that might otherwise constitute a defense available to, or a discharge of, the Company.

Section 11. Continuing Security Interest. This Agreement shall create a continuing security interest in the IP Collateral and shall (a) remain in full force and effect until the indefeasible and irrevocable payment in full in cash of the Secured Obligations, (b) be binding upon the Company its successors and assigns and (c) inure, together with the rights and remedies of the Collateral Agent hereunder, to the benefit of their successors and assigns.

Section 12. Termination. Upon the indefeasible and irrevocable payment in full in cash of the Secured Obligations, the pledge, assignment and security interest granted hereby shall terminate and all rights to the IP Collateral shall revert to the Company, and, except as otherwise provided herein, all of the Company's obligations hereunder shall at such time terminate. At such time, the Collateral Agent shall also promptly execute and deliver to the Company such documents and instruments reasonably requested by the Company necessary to evidence termination of all security interests given by the Company to the Collateral Agent hereunder.

Section 13. Protection Of IP Collateral By Company. Except as set forth below in this Section 13, the Company shall undertake the following with respect to the IP Collateral:

(a) Pay all renewal fees and other fees and costs associated with maintaining the IP Collateral and with the processing and prosecution of the IP Collateral and take all other reasonable and necessary steps to maintain each application, grant and registration of the IP Collateral.

(b) Take all actions reasonably necessary to prevent any of the IP Collateral from becoming forfeited, abandoned, dedicated to the public, invalidated or impaired in any way.

(c) At the Company's sole cost, expense, and risk, pursue the processing and prosecution of each application for grant or registration which is the subject of the security interest created herein and not abandon or delay any such efforts.

(d) At the Company's sole cost, expense, and risk, take any and all action which the Company reasonably deem appropriate under the circumstances to protect the IP Collateral from infringement, misappropriation or dilution, including, without limitation, the prosecution and defense of infringement actions.

Notwithstanding the foregoing, so long as (x) no Company Default has occurred and is continuing, or (y) no Material Adverse Effect would result from the Company's actions, Company shall have no obligation to use or to maintain any IP Collateral (i) that relates solely to any product that has been discontinued, abandoned or terminated, (ii) that has been replaced with IP Collateral substantially similar to the IP Collateral that may be abandoned or otherwise become invalid, so long as the failure to use or maintain such IP Collateral does not materially adversely affect the validity of such replacement IP Collateral and so long as such replacement IP Collateral is subject to the lien created by this Agreement, (iii) that Company has reasonably determined is of Negligible Economic Value to it, provided that Company will give at least thirty (30) calendar days advance written notice of its intent to complete any such abandonment to the Collateral Agent, or (iv) if the Collateral Agent has provided written consent to the abandonment of such IP Collateral.

Section 14. Representations, Warranties and Covenants. In order to induce the Collateral Agent to enter into this Agreement, Company represents and warrants to the Collateral Agent and covenants as follows:

(a) *Ownership of IP Collateral.* Company exclusively owns the IP Collateral free and clear of any lien. No effective financing statement or other form of lien notice covering all or any part of the IP Collateral is on file in any recording office, except for those in favor of the Collateral Agent. No other Person has Control of any of the IP Collateral.

(b) *Office Locations; Fictitious Names.* The mailing address, principal place of business, chief executive office and office where the Company keeps its books and records relating to the IP Collateral is 6510 West Sam Houston Parkway North, Suite 100, Houston, Texas 77041. The Company has no other places of business, except for an office located in Vienna, Virginia. The Company does not do business and has not done business during the past five years under any name, tradename or fictitious business name other than SimDesk Technologies, Inc. and Internet Access Technologies, Inc.

(c) *Perfection.* The Collateral Agent has a valid, perfected and first priority security interest in the IP Collateral, securing the payment of the Secured Obligations, and such security interests are entitled to all of the rights, priorities and benefits afforded by the UCC or other applicable law as enacted in any relevant jurisdiction which relates to perfected security interests.

(d) *Corporate or Name Change.* Company will give the Collateral Agent at least thirty (30) days prior written notice of any change in Company's name, identity, mailing address, jurisdiction of organization or corporate structure. With respect to any such change, Company will promptly execute and deliver such instruments, documents and notices and take such actions, as the Collateral Agent deems necessary or desirable to

create, perfect and protect the security interests of the Collateral Agent in the IP Collateral.

(e) *Business Locations.* Company will give the Collateral Agent at least thirty (30) days prior written notice of any change in Company's chief executive office and principal place of business or of any new location of business or any new location for any of the IP Collateral. With respect to any new location (which in any event shall be within the continental United States), Company will execute and deliver such instruments, documents and notices and take such actions, as the Collateral Agent deems necessary to create, perfect and protect the security interests of the Collateral Agent in the IP Collateral.

(f) *Filing Requirements.* None of the IP Collateral is of a type in which security interests or liens have been registered, recorded or filed under, or notice thereof given under, any federal statute or regulation. Company shall promptly notify the Collateral Agent in writing upon acquiring any interest hereafter in IP Collateral that is of a type where a security interest or lien may be registered, recorded or filed under, or notice thereof given under, any federal statute or regulation.

(g) *Records of IP Collateral.* Company shall keep full and accurate books and records relating to the IP Collateral.

(h) Exhibit A is a true, correct and complete list of all Patents owned by the Company as of the date hereof

(i) Exhibit B is a true, correct and complete list of all Trademarks owned by the Company as of the date hereof

(j) *No Encumbrances.* All IP Collateral owned by the Company is, and shall remain, free and clear of all Liens, encumbrances, or security interests in favor of any Person, other than Liens in favor of the Collateral Agent.

(k) *Right of Use.* No material claim has been asserted and is pending by any Person challenging or questioning the use by Company of any of the IP Collateral owned by Company or the validity or effectiveness of any of the IP Collateral owned by Company, nor does Company know of any valid basis for any such claim, except as otherwise set forth in the Purchase Agreement. To the knowledge of the Company, the use by the Company of the IP Collateral does not infringe the rights of any Person in any material respect. No holding, decision or judgment has been rendered by any Governmental Authority which would limit, cancel or question the validity of, or Company's rights in, any IP Collateral in any respect that could reasonably be expected to have a Material Adverse Effect on the business or the property of Company.

(l) *IP Notice.* The Company has used and will continue to use proper statutory notice in connection with its use of each of the patents, trademarks and service marks of the IP Collateral.

Section 15. Agreement Applies To Future Intellectual Property

(a) Upon the reasonable request of the Collateral Agent, the Company shall execute and deliver, and have recorded, any and all agreements, instruments, documents and papers as the Collateral Agent may reasonably request to evidence the Collateral Agent's security interest in any Patent or Trademark covered by this Agreement, and the Company hereby constitute the Collateral Agent as their attorney-in-fact to execute and file all such writings for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed; provided, however, the Collateral Agent's taking of such action shall not be a condition to the creation or perfection of the security interest created hereby.

Section 16. Company's Rights To Enforce IP Collateral. Prior to the Collateral Agent's giving of notice to the Company following the occurrence of an Company Default, the Company shall have the exclusive right to sue for past, present and future infringement of the IP Collateral including the right to seek injunctions and/or money damages, in an effort by the Company to protect the IP Collateral against encroachment by third parties.

Section 17. Collateral Agent's Actions To Protect IP Collateral. In the event of:

(a) the Company's failure, within thirty (30) days of written notice from the Collateral Agent, to cure any failure by the Company to observe or perform any of the Company's covenants, agreements or other obligations hereunder; and/or

(b) the occurrence and continuance of any other Company Default,

the Collateral Agent, acting in its own name or in that of the Company, may (but shall not be required to) act in the Company's place and stead and/or in the Collateral Agent's own right in connection therewith.

Section 18. Collateral Agent As Attorney In Fact

(a) The Company hereby irrevocably constitutes and designates the Collateral Agent as and for the Company's attorney in fact, effective following the occurrence and during the continuance of any Company Default to execute all such instruments, documents, and papers as the Collateral Agent reasonably determines to be appropriate in connection the sale, license, assignment, transfer, or other disposition of the IP Collateral.

(b) The within grant of a power of attorney, being coupled with an interest, shall be irrevocable until this Agreement is terminated by a duly authorized officer of the Collateral Agent.

(c) The Collateral Agent shall not be obligated to do any of the acts or to exercise any of the powers authorized by this section, but if the Collateral Agent elects to do any such act or to exercise any of such powers, it shall not be accountable for more than it actually receives as a result of such exercise of power, and shall not be responsible to Company for any act or omission to act except for any act or omission to act as to which there is a final determination made in a judicial proceeding, which determination includes a specific finding that the subject act or omission to act had been grossly negligent or in actual bad faith.

Section 19. Collateral Agent's Rights

(a) Any use by the Collateral Agent of the IP Collateral, as authorized hereunder in connection with the exercise of the Collateral Agent's rights and remedies under this Agreement and under the Purchase Agreement shall be coextensive with the Company's rights thereunder and with respect thereto and without any liability for royalties or other related charges. The Collateral Agent is authorized all such action as is provided to be taken by it as Collateral Agent hereunder or under the Purchase Agreement and the Notes and all other action(s) reasonably incidental thereto.

(b) Neither this Agreement nor any Transaction Document, or any act, omission, or circumstance taken or arising hereunder may be construed as directly or indirectly conveying to the Collateral Agent any present right, title or interest in and to the IP Collateral, which right, title and interest is effective only following the occurrence of any Company Default.

Section 20. Miscellaneous.

(a) Amendments and Waivers; Modifications. No amendment, modification, termination, or waiver of any provision of this Agreement, nor consent to any departure by the Company therefrom, shall in any event be effective unless the same shall be in writing and signed by the Required Lenders and the Company, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. No notice to or demand on the Company in any case shall entitle the Company to any other or further notice or demand in similar or other circumstances. The Company hereby authorizes the Collateral Agent to modify this Agreement by amending Exhibit A, Exhibit B and Exhibit C, as may be necessary from time to time to include any future Patents, Trademarks or other IP Collateral covered by Section 2, hereof, and further agrees to take all actions provided in Section 6 and Section 13 hereof to perfect and maintain the Collateral Agent's first priority security interests in any and all such future IP Collateral.

(b) Set-Off. The obligations to make the payments provided for in this Agreement are absolute and unconditional and not subject to any defense, set-off, counterclaim, rescission, recoupment or adjustment whatsoever.

(c) Governing Law. To the extent permitted by applicable law, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas excluding the body of law relating to conflict of laws.

(d) Interpretation. In the event that any one or more of the provisions contained in this Agreement shall be determined to be invalid, illegal or unenforceable in any respect for any reason, the validity, legality and enforceability of any such provision or provisions in every other respect and the remaining provisions of this Agreement shall not be in any way impaired.

(e) Successors and Assigns. This Agreement may be assigned by the Collateral Agent to (i) any Affiliate of the Collateral Agent or any member of the

Purchasers' Family Group, without the consent of the Company, and (ii) any other Person not an Affiliate or member of the Purchasers' Family Group, with the prior consent of the Company, which consent shall not be unreasonably withheld; provided that any such assignment shall only be made in conjunction with corresponding assignments of related rights and obligations of the Collateral Agent under the Purchase Agreement and the Notes. Neither this Agreement nor any right, remedy, obligation or liability arising hereunder or by reason hereof shall be assignable by the Company without the prior written consent of the Required Lenders. This Agreement shall be binding upon the Company and its permitted successors and assigns and shall inure to the benefit of the Collateral Agent and its successors and assigns. Nothing in this Agreement, express or implied, is intended or shall be construed to give any person or entity other than the parties to this Agreement or their respective successors or assigns any legal or equitable right, remedy or claim under or in respect of any agreement or any provision contained herein. The Company will require any successor to the Company or any permitted assignee thereof (each, a "Successor"), whether direct or indirect, by purchase, merger, consolidation, operation of law or otherwise, to expressly assume and agree to perform the obligations under this Agreement in the same manner and to the same extent that the Company would be required to perform them if no such purchase, succession or assignment had taken place upon any such purchase, succession or assignment, the references in this Agreement to the Company shall also apply to any Successor unless the context otherwise requires. No such purchase, succession, or assignment shall relieve the Company of its obligations hereunder. "Family Group" means, with respect to an individual, such individual's spouse and descendants (whether natural or adopted) and any trust, partnership, co or other entity solely for the benefit of such individual and/or such individual's spouse and/or descendants, and "Affiliate" of an entity means any other Person, directly or indirectly controlling, controlled by or under common control with another Person.

(f) Notices. Any notices, consents, waivers: or other communications required or permitted to be given under the terms of this Agreement must be in writing and will be deemed to have been delivered: (i) upon receipt, when delivered personally; (ii) upon receipt, when sent by facsimile provided confirmation of transmission is mechanically or electronically generated and kept on file by the sending party); or (iii) one business day after deposit with an overnight courier service, in each case properly addressed to the party to receive the same. The addresses and facsimile numbers for such communications shall be:

If to Collateral Agent:

Altazano Management, LLC
2550 North Loop West, Suite 750
Houston, TX 77092
Fax: (713) 572-7676
Attention: Chief Executive Officer

If to the Company:

SimDesk Technologies, Inc.
6510 West Sam Houston Parkway North
Suite 100
Houston, Texas 77041
Fax: (713) 690-7462
Attention: Chief Executive Officer

with a copy to:

Chamberlain, Hrdlicka, White, Williams & Martin
1200 Smith Street, Suite 1400
Houston, Texas 77002
Fax: (713) 658-2553
Attention: Ralph K. Miller, Jr., Esq.

(g) Section and Other Headings. The section headings used or contained in this Agreement are for convenience of reference only and shall not affect the construction of this Agreement.

(h) Counterparts This Agreement may be executed in counterpart, each of which counterpart, when so executed and delivered, shall be deemed to be an original and all of which counterparts, taken together, shall constitute but one and the same Agreement. Signatures relating to this Agreement transmitted by telecopy shall be deemed originals, provided that in each such case the manually signed copies shall be delivered to the parties hereto.

* * * * *

IN WITNESS WHEREOF, the parties hereto have caused this Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

COMPANY:

SIMDESK TECHNOLOGIES, INC.

By: 

Name: Louis A. Waters

Title: Chairman and Chief Executive Officer

COLLATERAL AGENT:

ALTAZANO MANAGEMENT, LLC

By: _____

Name:

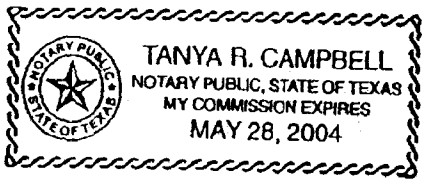
Title:

0436300.12
002972-000000

THE STATE OF TEXAS §
 §
COUNTY OF Harris §

BEFORE ME, the undersigned authority, on this day personally appeared Louis A. Waters, Chairman and Chief Executive Officer of SimDesk Technologies, Inc., a Nevada corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for purposes and consideration therein expressed on behalf of such corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 19th day of November, 2003.



Tanya R. Campbell

Notary Public, State of Texas

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared John B. Goodman, authorized representative of Altazano Management, LLC, a Texas limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for purposes and consideration therein expressed on behalf of such limited liability company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this ____ day of November, 2003.

Notary Public, State of Texas

IN WITNESS WHEREOF, the parties hereto have caused this Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

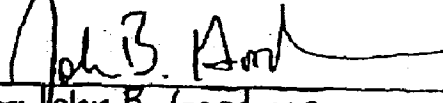
COMPANY:

SIMDESK TECHNOLOGIES, INC.

By: _____
Name: Louis A. Waters
Title: Chairman and Chief Executive Officer

COLLATERAL AGENT:

ALTAZANO MANAGEMENT, LLC

X By: 
Name: John B. Goodman
Title: Authorized Representative

6436300.12
002972-000000

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared Louis A. Waters, Chairman and Chief Executive Officer of SimDesk Technologies, Inc., a Nevada corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for purposes and consideration therein expressed on behalf of such corporation.

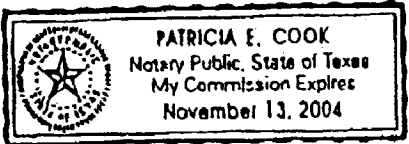
GIVEN UNDER MY HAND AND SEAL OF OFFICE on this ____ day of November, 2003.

Notary Public, State of Texas

THE STATE OF TEXAS §
 §
COUNTY OF Harris §

BEFORE ME, the undersigned authority, on this day personally appeared John B. Goodman, authorized representative of Altazano Management, LLC, a Texas limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for purposes and consideration therein expressed on behalf of such limited liability company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 26th day of November, 2003.



Patricia E. Cook
Notary Public, State of Texas

EXHIBIT A

List of Patents

ATTACHED

SIMDESK TECHNOLOGIES INC

Patent Matters

Matter	Matter Title	Inventors	Country	Patent Number	Issue Date	Serial Number	Filing Date	Current Status
020202-000002	VIRTUAL TAPE STORAGE SYSTEM AND METHOD	DAVIS, BLYTHE	*U.S.	6,594,677	7/15/2003	09/747,457	12/22/2000	ISSUED. 7/15/2003. Sent to client 7/21/03 No. 6,594,677
020202-000021	SERVER-SIDE RECYCLE BIN SYSTEM	DAVIS, BLYTHE	*U.S.	6,611,836	8/26/2003	09/749,116	12/26/2000	ISSUED. 3.5 year maintenance fee due 2/26/07. Patent expires 7/22/21.
020202-000023	REMOTE PRINTING	DAVIS	*U.S.			10/010,303	11/13/2001	PENDING. Awaiting first Office Action. Pay fees as LARGE ENTITY per SJS 6/9/03.
020202-000031	HIGH SPEED SERVER SYSTEM	PEREZ, WHITE Jr., CARRIER	*U.S.			10/134,796	4/29/2002	PENDING. Petition to Revoke granted 8/7/03.
020202-000032	E-MAIL TRACKING SYSTEM	BELL	*U.S.			10/134,580	4/29/2002	PENDING. Awaiting first Office Action. NOTE: Non-publication request on file w/PTO. Pay fees as LARGE ENTITY per SJS 6/9/03.
020202-000033	REMOTE DOCUMENT MANAGEMENT SYSTEM	HARGRAVES, CHO, KASIM, KOUZNETSOV, ZAHN	*U.S.			10/142,197	5/9/2002	PENDING. Awaiting first Office Action. NOTE: Non-publication request on file w/PTO. Pay fees as LARGE ENTITY per SJS 6/9/03.
020202-000047	HIGH SPEED SERVER SYSTEM	WHITE, CARRIER,	PCT			PCT/US02/13449	4/29/2002	PENDING. Change of Applicant name to Simdesk sent to WIPO 8/5/03. National Stage Chapter II deadline 10/27/03.
020202-000048	APPLICATION GENERATOR	KOUZNETSOV, DAVIS, ZHAN, CHO, HARGRAVES, KASIM	*U.S.			10/147,833	5/17/2002	PENDING. Response to Office Action due 12/22/03 (3/22/04). Pay fees as LARGE ENTITY per SJS 6/9/03.
020202-000055	INSTANT MESSAGING SYSTEM	BELL, MESERVY	*U.S.			10/330,786	12/27/2002	PENDING. Awaiting First Office Action. Pay fees as LARGE ENTITY per SJS 6/9/03.

SIMDESK TECHNOLOGIES INC

Matter	Matter Title	Inventors	Country	Patent Number	Issue Date	Serial Number	Filing Date	Current Status
020202-000056	ON-LINE PRESENTATION SOFTWARE	KAMERY, REZA	*U.S.			10/321,737	12/16/2002	PENDING. Response to Deficiency Notice (Reza paperwork) due 11/3/03.
020202-000057	ON-LINE PRESENTATION SOFTWARE USING WEBSITE DEVELOPMENT TOOLS	KOUZNETSOV	*U.S.			10/346,541	1/17/2003	PENDING. Pay fees as LARGE ENTITY per SJS 6/9/03.
020202-000058	ON-LINE PRESENTATION SOFTWARE	KAMERY, REZA	PCT			PCT/US02/40057	12/16/2002	PENDING. Demand filed 7/14/03. Awaiting Search Report. Change of name of Applicant to Simdesk sent 8/5/03.
020202-000059	INSTANT MESSAGING METHODOLOGY	KOUZNETSOV,	**U.S. - PROV			60/436,235	12/24/2002	PENDING. Provisional application; expires 12/24/03. Pay fees as LARGE ENTITY per SJS 6/9/03.
020202-000060	INSTANT MESSAGING SYSTEM	BELL, MESERVY	PCT			PCT/US02/41625	12/27/2002	PENDING. Change of Applicant to Simdesk sent to WIPO 8/5/03 - CANNOT CHANGE per WIPO because we do not have powers for Bell and Meservy. Publication received.
020202-000061	ON-LINE PRESENTATION SOFTWARE USING WEBSITE DEVELOPMENT TOOLS	KOUZNETSOV	PCT			PCT/US03/01382	1/17/2003	PENDING. Change of name of Applicant to Simdesk sent 8/5/03 to International Bureau. Publication rec'd 8/13/03. Demand sent 8/18/03 with no amendments.
020202-000064	APPLICATION GENERATOR	KOUZNETSOV, DAVIS, ZHAN, CHO ET AL.	PCT			PCT/US03/14968	5/13/2003	PENDING. Response to Correct Defects sending powers sent 7/22/03.
020202-000066	REMOTE PRINTING	DAVIS, BLYTHE	BRAZIL					PENDING. Sent to Associate 5/12/03.
020202-000067	REMOTE PRINTING	DAVIS, BLYTHE	CANADA			2,428,803	11/13/2001	PENDING. Filing receipt received. 2003 annuity paid 8/2003 per Karl.

SIMDESK TECHNOLOGIES INC

<i>Matter</i>	<i>Matter Title</i>	<i>Inventors</i>	<i>Country</i>	<i>Patent Number</i>	<i>Issue Date</i>	<i>Serial Number</i>	<i>Filing Date</i>	<i>Current Status</i>
020202-000068	REMOTE PRINTING	DAVIS, BLYTHE	CHINA			01821998.5	11/13/2001	PENDING. Request for Exam due 11/14/03.
020202-000069	REMOTE PRINTING	DAVIS, BLYTHE	EURASIAN			200300563	11/13/2001	PENDING. Filing receipt received.
020202-000070	REMOTE PRINTING	DAVIS, BLYTHE	EUROPE			01989187.8	11/13/2001	PENDING. Filing receipt received. Awaiting 2003 annuity paid 8/2003 per Kari.
020202-000071	REMOTE PRINTING	DAVIS, BLYTHE	INDIA				5/27/2003	PENDING. Filing receipt 7/30/03.
020202-000072	REMOTE PRINTING	DAVIS, BLYTHE	JAPAN			2002-5556381	11/13/2001	PENDING. Filing Receipt received.
020202-000074	REMOTE PRINTING	DAVIS, BLYTHE	MEXICO			PA/A/2003/004238	11/13/2001	PENDING. Filing receipt received.
020202-000075	REMOTE PRINTING	DAVIS, BLYTHE	SINGAPORE			200302843-8	11/13/2001	PENDING. Application sent to Associate 5/12/03.
020202-000077	VIRTUAL TAPE STORAGE SYSTEM AND METHOD	DAVIS, BLYTHE	BRAZIL					PENDING. Application sent to Associate 6/9/03.
020202-000078	VIRTUAL TAPE STORAGE SYSTEM AND METHOD	DAVIS, BLYTHE	CANADA			2,432,291	12/20/2001	PENDING. Application sent to Associate 6/9/03. 2003 annuity paid 8/2003 per Kari.

SIMDESK TECHNOLOGIES INC

<i>Matter</i>	<i>Matter Title</i>	<i>Inventors</i>	<i>Country</i>	<i>Patent Number</i>	<i>Issue Date</i>	<i>Serial Number</i>	<i>Filing Date</i>	<i>Current Status</i>
020202-000079	VIRTUAL TAPE STORAGE SYSTEM AND METHOD	DAVIS, BLYTHE	CHINA					PENDING. Request for Examination due 12/22/03.
020202-000080	VIRTUAL TAPE STORAGE SYSTEM AND METHOD	DAVIS, BLYTHE	EAPO			200300720	12/12/2000	PENDING. Awaiting first action.
020202-000081	VIRTUAL TAPE STORAGE SYSTEM AND METHOD	DAVIS, BLYTHE	EUROPE			01992253.3	12/20/2001	PENDING. 2003 annuity paid 8/2003 per Karl.
020202-000082	VIRTUAL TAPE STORAGE SYSTEM AND METHOD	DAVIS, BLYTHE	INDIA			801/KOL NP/03	6/19/2003	PENDING.
020202-000083	VIRTUAL TAPE STORAGE SYSTEM AND METHOD	DAVIS, BLYTHE	JAPAN					PENDING. Received filing receipt. Request for Exam. due 12/20/04.
020202-000084	VIRTUAL TAPE STORAGE SYSTEM AND METHOD	DAVIS, BLYTHE	MEXICO			PA/02003/005737	2/20/2001	PENDING. Filing receipt received.
020202-000085	VIRTUAL TAPE STORAGE SYSTEM AND METHOD	DAVIS, BLYTHE	SINGAPORE			200303664-7	12/20/2001	PENDING. Application sent to Associate 6/9/03.

EXHIBIT B

List of Trademarks

ATTACHED

SIMDESK TECHNOLOGIES INC
Trademark Matters

Matter

Mark

Country

*Registration
Issue Date*

*Serial Number
Filing Date*

Class Goods &

Current Status

020202-000004
YOUR SIMPLY
ANYWHERE DESKTOP

U.S.

2,682,917
2/4/2003

76/338,621
11/16/2001

9, 42
Communications software for
connecting computer users to a
global computer network and for
allowing computer users to access
on-line software applications,
namely, word processing,
spreadsheet, database, personal
information management, file
management, audio and video
conferencing and e-mail
applications, and applications that
provide a user with the ability to
design, create and use data storage
systems and data archiving systems,
to send printing instructions via a
global computer network to a remote
printer, to design, create, develop
and execute graphics programs and
to design, create, develop and
execute multimedia presentations by
integrating text, audio, graphics, still
images and moving pictures, in
International Class 9.

ISSUED. Declaration 8 & 15 due
2/4/2009. Renewal due 2/4/2013.

Application service provider (ASP)
featuring on-line software
applications for use in word
processing, spreadsheet
development, database
development, personal information
management, file management,
audio and video conferencing,
e-mail, remote printing, data storage
and data archiving system
development and use, graphic
program development and execution
and multimedia presentation
development and execution, in
International Class 42.

Matter	Mark	Country	Registration Issue Date	Serial Number Filing Date	Class Goods &	Current Status
020202-000006	SIMPIM	*U.S.	2,737,811 7/15/2003	76/197,585 1/22/2001	9, 42 Communications software for connecting computer users to a global computer network and for allowing computer users to access on-line software applications, namely, access to a personal appointment book, contact list manager, to do list and memo pad, in International Class 9.	ISSUED. Declaration 8 & 15 due 7/15/2009. Renewal due 7/15/2013.
020202-000007	SIMWIRELESS	*U.S.		76/198,007 1/22/2001	9, 42 Communications software for allowing users of wireless communication devices to access on-line software applications, namely, word processing, spreadsheet, database, personal information management, file management, and email applications, and applications that provide a user with the ability to design and create data archiving systems, to send printing instructions via a global computer network to a remote printer, and to develop multimedia presentations by integrating text, audio, graphics, still images and/or moving pictures, in International Class 9.	PENDING. Received Notice of Allowance. Statement of Use due 12/10/03.

Application service provider (ASP) services featuring on-line software applications for use in word processing, spreadsheet development, database development, personal information management, file management, email, remote printing, data archiving system development and multimedia presentation development, in International Class

<i>Matter</i>	<i>Mark</i>	<i>Country</i>	<i>Registration Issue Date</i>	<i>Serial Number</i>	<i>Filing Date</i>	<i>Class</i>	<i>Goods &</i>	<i>Current Status</i>
020202-000008	SIMSPPOOL	U.S.		76/197,696	1/22/2001	9, 42	Communications software for connecting computer users to a global computer network and for allowing computer users to access on-line software applications, namely, software applications which permit an authorized user to send printing instructions via a global computer network to a remote printer connected to his local computer via the global computer network, in International Class 9.	PENDING. Received Notice of Allowance. Statement of Use due 3/10/04.
020202-000009	SIMBOARD	U.S.		76/197,834	1/22/2001	9, 42	Communications software for connecting computer users to a global computer network and for allowing computer users to access on-line software applications, namely, access to computer software applications used for developing and communicating multimedia presentations including integrated text, audio, graphics, still images, moving pictures and combinations thereof, in International Class 9.	PENDING. Received Notice of Allowance. Statement of Use due 03/03/04.

Providing use of on-line software applications for use in developing and communicating multimedia presentations including integrated text, audio, graphics, still images, moving pictures and combinations thereof, in International Class 42.

Matter	Mark	Country	Registration Issue Date	Serial Number	Filing Date	Class	Goods &	Current Status
020202-000010	SIMFILE	U.S.	76/198,342 1/22/2001	76/198,342 1/22/2001	9, 42	Communications software for connecting computer users to a global computer network and for allowing computer users to access on-line software applications, namely, access to a file management software application that allows users to manage files on both local and remote disk drives, in International Class 9.	PENDING. Received Notice of Allowance. Statement of Use due 3/3/04.	
020202-000012	SIMMAIL	U.S.	2,759,553 9/2/2003	76/198,010 1/22/2001	9, 38, 42	<p>9. Providing use of on-line software applications for use in file management, in International Class 42.</p> <p>38. Communications software for connecting computer users to a global computer network and for allowing computer users to access on-line software applications, namely, access to a software application that provides the user with the ability to use an electronic mail system, in International Class 9.</p> <p>42. Electronic mail services, in International Class 38.</p>	ISSUED. Declaration 8 & 15 due 9/2/2009. Renewal due 9/2/2013.	
020202-000013	SIMCALC	U.S.	2,737,813 7/15/2003	76/198,009 1/22/2001	9, 42	<p>9. Providing use of on-line software applications which provides the user with the ability to use an electronic mail system, in International Class 42.</p> <p>42. Communications software for connecting computer users to a global computer network and for allowing computer users to access on-line software applications, namely, access to a spreadsheet program, in International Class 9.</p>	ISSUED. Declaration 8 & 15 due 7/15/2009. Renewal due 7/15/2013.	
						<p>42. Providing use of on-line software applications for use in preparing spreadsheets, in International Class 42.</p>		

Matter	Mark	Country	Registration Issue Date	Serial Number Filing Date	Class Goods &	Current Status
020202-000014	SIMTAPE	*U.S.	76/198,008 1/22/2001	76/198,008 1/22/2001	9, 39, 42 Communications software for connecting computer users to a global computer network and for allowing computer users to access on-line software applications, namely, access to a software application that provides the user with the ability to design and create a data archiving system, in International Class 9.	PENDING. Received Notice of Allowance. Statement of Use due 3/3/04.
020202-000015	SIMBASE	*U.S.	76/197,695 1/22/2001	76/197,695 1/22/2001	9, 42 Communications software for connecting computer users to a global computer network and for allowing computer users to access on-line software applications, namely, database management software applications, in International Class 9.	PENDING. Received Notice of Allowance. Statement of Use due 3/3/04.
020202-000016	SIMWORD	*U.S.	2,737,814 7/15/2003	76/198,236 1/22/2001	9, 42 Providing use of on-line software applications for use in database management, in International Class 42.	ISSUED. Declaration 8 & 15 due 7/15/2009. Renewal due 7/15/2013.
					9, 42 Communications software for connecting computer users to a global computer network and for allowing computer users to access on-line software applications, namely, access to word processing software, in International Class 9.	
					Providing use of on-line software applications for use in word processing, in International Class 42.	

Matter Mark

020202-000022 SIMSTORE

Country Registration Issue Date

*U.S. *U.S.

Serial Number Filing Date

76/338,606 11/16/2001

Class Goods &

9, 39, 42

Communications software for connecting computer users to a global computer network and for accessing on-line software applications, namely, applications that provide the user with the ability to use a remote data storage system, in International Class 9.

Electronic storage of records for others, in International Class 39.

Providing on-line access to software applications, namely, applications for use in connection with a data storage system, in International Class 42.

Current Status

PENDING. Received Notice of Allowance. Statement of Use due 3/3/04.

020202-000024 IAT *U.S. 2,764,860 9/16/2003

76/170,172 11/22/2000

9, 42 Communications software for connecting computer users to a global computer network and for allowing computer users to access on-line software applications, namely, word processing, spreadsheet, database, personal information management, file management, and email applications, and applications that provide a user with the ability to design and create data archiving systems, to send printing instructions via a global computer network to a remote printer, and to develop multimedia presentations by integrating text, audio, graphics, still images and/or moving pictures, in International Class 9.

ISSUED. Declaration 8 & 15 due 9/16/2009. Renewal due 9/16/2013.

Providing use of on-line software applications for use in word processing, spreadsheet development, database management, personal information management, file management, email, remote printing, data archiving system development and multimedia presentation development, in International Class 42.

Providing use of on-line software applications for use in word processing, spreadsheet development, database management, personal information management, file management, email, remote printing, data archiving system development and multimedia presentation development, in International Class 42.

<i>Matter</i>	<i>Mark</i>	<i>Country</i>	<i>Registration Issue Date</i>	<i>Serial Number Filing Date</i>	<i>Class</i>	<i>Goods &</i>	<i>Current Status</i>
020202-000025	INTERNET ACCESS TECHNOLOGIES	*U.S.	2,684,865 2/4/2003	76/170,173 11/22/2000	42	Application service provider (ASP) services featuring on-line software applications for use in word processing, spreadsheet development, database development, personal information management, file management, email, remote printing, data archiving system development and multimedia presentation development, in International Class 42.	ISSUED. Declaration 8 & 15 due 2/4/2009. Renewal due 2/4/2013.
020202-000034	SIMDESK	*U.S.	2,746,180 8/5/2003	76/336,532 11/9/2001	9, 42	Communications software for connecting computer users to a global computer network and for allowing computer users to access on-line software applications, namely, word processing, spreadsheet, database, personal information management, file management, and email applications, and applications that provide a user with the ability to design and create data archiving systems, to send printing instructions via a global computer network to a remote printer, and to develop multimedia presentations by integrating text, audio, graphics, still images and/or moving pictures, in International Class 9.	ISSUED. Declaration 8 & 15 due 8/05/2009. Renewal due 8/05/2013.
						Application service provider (ASP) services featuring on-line software applications for use in word processing, spreadsheet development, database development, personal information management, file management, e-mail, remote printing, data archiving system development and multimedia presentation development, in International Class 42.	

Matter	Mark	Country	Registration Issue Date	Serial Number Filing Date	Class Goods &	Current Status
020202-000037	SIMCONFERENCE	*U.S.		76/338,605 11/16/2001	9, 42 Communications software for connecting computer users to a global computer network and for accessing on-line software applications, namely, applications providing audio and/or video conferencing capability, in International Class 9.	PENDING. Received Notice of Allowance. Statement of Use due 2/25/04.
020202-000038	SIMPRESENTER	*U.S.		76/338,934 11/16/2001	9, 42 Communications software for connecting computer users to a global computer network and for accessing on-line software applications, namely, applications that provide a user with the ability to design, create, develop and execute graphics programs, to design, create, develop and execute multimedia presentations by integrating text, audio, graphics, still images and/or moving pictures, and to communicate via whiteboard, instant messaging, audio conferencing, and/or videoconferencing, in International Class 9.	PENDING. Statement of Use filed 9/3/03. Awaiting Approval of Statement of Use.

Matter	Mark	Country	Registration Issue Date	Serial Number Filing Date	Class Goods &	Current Status
020202-000039	SIMDESK & DESIGN	U.S.	2,694,996 3/11/2003	76/338,797 11/16/2001	9, 42 Communications software for connecting computer users to a global computer network and for accessing on-line software applications, namely, word processing, spreadsheet, database, personal information management, file management, audio and/or video conferencing and email applications, and applications that provide a user with the ability to design, create and use data storage systems and data archiving systems, to send printing instructions via a global computer network, to a remote printer, to design, create, develop and execute graphics programs and to design, create, develop and execute multimedia presentations by integrating text, audio, graphics, still images and/or moving pictures, in International Class 9.	ISSUED. Declaration 8 & 15 due 3/11/2009. Renewal due 3/11/2013.
020202-000044	SIMPHONE	U.S.		78/269,419 7/1/2003	009, 042 Communications software for connecting computer users to a global computer network and for allowing computer users to access on-line software applications, namely, a wireless communications program, International Class: 009	PENDING. Received First Office Action. Response due 3/26/04.

009, 042 Communications software for connecting computer users to a global computer network and for allowing computer users to access on-line software applications, namely, a wireless communications program, International Class: 009

Providing use of on-line software applications for use in wireless communications, International Class: 042

Matter	Mark	Country	Registration Issue Date	Serial Number Filing Date	Class Goods &	Current Status
020202-000045	SIMORGANIZER	*U.S.	7/8/2003	78/269,393 7/1/2003	009: Communications software for connecting computer users to a global computer network and for allowing computer users to access on-line software applications, namely, an information organizer program for organizing electronic mail messages and accounts, and personal information, including appointments, contact lists, to do lists, and calendar functions. International Class: 009	PENDING. Received Examiners Amendment. Awaiting further action.
020202-000049	WORLD WIDE SERVER	*U.S.	7/9/2003	79/269,442 7/1/2003	009: Communications software for connecting computer users to a global computer network and for allowing computer users to access on-line software applications, namely, word processing, spreadsheet, database, personal information management, file management, and email applications, and applications that provide a user with the ability to design and create data archiving systems, to send printing instructions via a global computer network to a remote printer, and to develop multimedia presentations by integrating text, audio, graphics, still images and/or moving pictures. International Class: 009	PENDING. Awaiting Office Action.
					042: Application service provider services featuring on-line software applications for use in word processing, spreadsheet development, database development, personal information management, file management, e-mail, remote printing, data archiving system development and multimedia presentation development. International Class: 042	

<i>Matter</i>	<i>Mark</i>	<i>Country</i>	<i>Registration Issue Date</i>	<i>Serial Number</i>	<i>Filing Date</i>	<i>Class</i>	<i>Goods &</i>	<i>Current Status</i>
020202-000050	SIMEXPLORER	*U.S.	6/24/2003	78/266,539	6/24/2003	009; 042	Communications software for connecting computer users to a global computer network and for allowing computer users to access on-line software applications, namely, a file and directory manager, in International Class 009.	PENDING. Received Examiner's Amendment. Awaiting further action.
020202-000051	SIMBACKUP	*U.S.	6/24/2003	78/266,529	6/24/2003	009; 042	Providing use of on-line software applications for use in file and directory management, in International Class 042. Communications software for connecting computer users to a global computer network and for allowing computer users to access on-line software applications, namely, a tape backup utility program, in International Class 009.	PENDING. Received Examiner's Amendment. Awaiting further action.
020202-000052	SIMPRIINTER	*U.S.	6/24/2003	78/266,556	6/24/2003	009; 042	Providing use of on-line software applications for use in file backup, in International Class 042. Communications software for connecting computer users to a global computer network and for allowing computer users to access on-line software applications, namely, to access any internet-connected printer, in International Class 009. Providing use of on-line software applications for use in accessing internet-connected printers, in International Class 042.	PENDING. Received Examiner's Amendment. Awaiting further action.

<i>Matter</i>	<i>Mark</i>	<i>Country</i>	<i>Registration Issue Date</i>	<i>Serial Number</i>	<i>Filing Date</i>	<i>Class</i>	<i>Goods &</i>	<i>Current Status</i>
020202-000053	WWS	*U.S.		78/272,251	7/9/2003	009; 042	009: Communications software for connecting computer users to a global computer network, and for allowing computer users to access on-line software applications, namely, word processing, spreadsheet, database, personal information management, file management, and email applications, and applications that provide a user with the ability to design and create data archiving systems, to send printing instructions via a global computer network to a remote printer, and to develop multimedia presentations by integrating text, audio, graphics, still images and/or moving pictures, International Class: 009	PENDING. Awaiting Office Action.
020202-000054	SIMPRESSIVE	*U.S.		78/269,432	7/1/2003	009; 042	009: Communications software for connecting computer users to a global computer network and for allowing computer users to access on-line software applications, namely, a graphics presentation program, International Class: 009 042: providing temporary use of on-line non-downloadable software applications for use in preparing graphics presentations, International Class: 042	PENDING. Received Examiner's Amendment. Awaiting further action.

Matter	Mark	Country	Registration Issue Date	Serial Number Filing Date	Class Goods &	Current Status
020202-000062	SIMMESSENGER	*U.S.		78/235,194 4/8/2003	9, 38, 42	PENDING. Received Examiner's Amendment. Awaiting further action.
					Wireless communications services, namely, digital text messaging which allows communication on a real-time basis, in International Class 9.	
					Providing use of on-line software applications which provides the user with a text messaging system that allows users to communicate with each other on a real-time basis, in International Class 42.	
020202-000063	SIMONE	*U.S.		78/235,206	9, 42	PENDING. Received Examiner's Amendment. Awaiting further action.
					Communications software for connecting computer users to a global computer network and for allowing computer users to access on-line software applications, namely, access to computer software applications used for developing and communicating multimedia presentations including integrated text, audio, graphics, still images, moving pictures and combinations thereof, in International Class 9.	
					Providing use of on-line software applications for use in developing and communicating multimedia presentations including integrated text, audio, graphics, still images, moving pictures and combinations thereof, in International Class 42.	

<i>Matter</i>	<i>Mark</i>	<i>Country</i>	<i>Registration Issue Date</i>	<i>Serial Number</i>	<i>Filing Date</i>	<i>Class</i>	<i>Goods &</i>	<i>Current Status</i>
020202-000086	WORLD WIDE SERVER MP	U.S.		78/266,434	6/24/2003	009; 042		PENDING: Awaiting Office Action.

009: Communications software for connecting computer users to a global computer network and for allowing computer users to access on-line software applications, namely, word processing, spreadsheet, database, personal information management, file management, and email applications, and applications that provide a user with the ability to design and create data archiving systems, to send printing instructions via a global computer network to a remote printer, and to develop multimedia presentations by integrating text, audio, graphics, still images, and/or moving pictures, in International Class 009.

Application service provider services featuring on-line software applications for use in word processing, spreadsheet development, database development, personal information management, file management, e-mail, remote printing, data archiving system development and multimedia presentation development, in International Class 042.

Matter	Mark	Country	Registration Issue Date	Serial Number	Filing Date	Class	Goods &	Current Status
020202-000087	SIMEDIA	U.S.		78/266,474	6/24/2003	009; 042	Communications software for connecting computer users to a global computer network and for allowing computer users to access on-line software applications, namely, word processing, spreadsheet, database, personal information management, file management, and email applications, and applications that provide a user with the ability to design and create data archiving systems, to send printing instructions via a global computer network to a remote printer, and to develop multimedia presentations by integrating text, audio, graphics, still images, and/or moving pictures, in International Class 009.	PENDING. Awaiting Office Action.
020202-000088	SIMGROUPS	U.S.		78/266,572	6/24/2003	009; 042	Application service provider services featuring on-line software applications for use in word processing, spreadsheet development, database development, personal information management, file management, e-mail, remote printing, data archiving system development and multimedia presentation development, in International Class 042.	PENDING. Received Examiners Amendment. Awaiting further action.
						009;	Communications software for connecting computer users to a global computer network and for allowing computer users to access on-line software applications, namely, to manage groups of users, in International Class 009.	
						042;	Providing use of on-line software applications for use in managing groups of users, in International Class 042.	

Matter	Mark	Country	Registration Issue Date	Serial Number	Filing Date	Class	Goods &	Current Status
020202-000089	RUNNING MAN (DESIGN)	*U.S.		78/294,228	8/29/2003	009	042 Communications software for connecting computer users to a global computer network and for allowing computer users to access on-line software applications, namely, word processing, spreadsheet, database, personal information management, file management, and email applications, and applications that provide a user with the ability to design and create data archiving systems, to send printing instructions via a global computer network to a remote printer, and to develop multimedia presentations by integrating text, audio, graphics, still images and/or moving pictures, International Class: 009	PENDING. Awaiting Office Action.
020202-000090	SRL	*U.S.		78/301,332	9/17/2003	009	042 Application service provider services featuring on-line software applications for use in word processing, spreadsheet development, database development, personal information management, file management, e-mail, remote printing, data archiving system development and multimedia presentation development, International Class: 042	PENDING. Awaiting Office Action.
020202-000091	SHARED RESOURCE LOCATOR	*U.S.		78/301,340	9/17/2003	009	042 Software for locating stored electronic files and securely sharing them among users and groups on a global computer network, International Class: 009	PENDING. Awaiting Office Action.
020202-000092	SIMDESK TECHNOLOGIES, INC. & DESIGN	*U.S.						OPEN. Awaiting client instructions.