| Form <b>PTO-15</b> 94 (Rev. 07/05)<br><u>OMB Collection 0651-0027 (exp. 6/30/2008)</u> | U.S. DEPARTMENT OF COMMERCE<br>United States Patent and Trademark Office                                     |  |  |
|--|--|--|--|
| RECORDATION FO   | RM COVER SHEET   |  |  |
| TRADEMARKS ONLY  |  |  |  |
| To the Director of the U. S. Patent and Trademark Office: Plea                         | se record the attached documents or the new address(es) below.   |  |  |
| Name of conveying party(ies):  | 2. Name and address of receiving party(ies)  |  |  |
| HMS Software, Inc.   | Additional names, addresses, or citizenship attached?    Yes  No   |  |  |
|  | Name: ORIX Venture Finance LLC   |  |  |
| ☐ Individual(s) ☐ Association  | Internal Address:  |  |  |
| General Partnership  Limited Partnership   | Street Address: 151 Lytton Avenue  |  |  |
| ✓ Corporation- State: <u>DE</u>  | City: Palo Alto  |  |  |
| Other  |  |  |  |
| Cifizenship (see guidelines)   | State; <u>CA</u> Country: <u>US</u> Zip: 94301   |  |  |
| Additional names of conveying parties attached? Yes 🗸 No                               | Association Citizenship  |  |  |
| 3. Nature of conveyance )/Execution Date(s) :  | General Partnership Citizenship  |  |  |
| Execution Date(s) December 5, 2005   | Limited Partnership Citizenship  |  |  |
| Assignment Merger  | Corporation Citizenship  |  |  |
| _  | Other_LLC Citizenship  |  |  |
|  | 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 A. Trademark Application No.(s) | d identification or description of the Trademark.  B. Trademark Registration No.(s)                          |  |  |
| 7. Hademan Approaction No.(a)  | 2096666 2622300 2689425 2366205 2849786  |  |  |
|  | 2450552 Additional sheet(s) attached? Yes V No   |  |  |
| C. Identification or Description of Trademark(s) (and Filing                           | Date if Application or Registration Number is unknown):  |  |  |
|  |  |  |  |
| 5. Name & address of party to whom correspondence                                      | & Tatal aurabay of an illustration and   |  |  |
| concerning document should be mailed:  | 6. Total number of applications and registrations involved:  |  |  |
| Name: <u>Christopher E, Kondrackí</u>  |  |  |  |
| Internal Address:  | 7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 165.00   |  |  |
|  | Authorized to be charged by credit card  |  |  |
| Street Address; 2001, lefferson Davis, Hwy Sulta 1007                                  | Authorized to be charged to deposit account  Enclosed  |  |  |
| City: Arlington  | 8. Payment Information:  |  |  |
| State: VA Zip: 22202   | a. Credit Card Last 4 Numbers  |  |  |
| Phone Number:  | Expiration Date  |  |  |
| Fax Number:  | b. Deposit Account Number 19-3545  |  |  |
| Email Address:   | Authorized User Name <u>Christopher E. Kondracki</u>   |  |  |
| 9. Signature:  | 12/13/05   |  |  |
| £:   |  |  |  |
| Signature Christopher E. Kondracki   | / / Date   |  |  |

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or malled to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

#### INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of December 5, 2005 by and between ORIX Venture Finance LLC ("ORIX") and HMS Software, Inc., a Delaware corporation ("Grantor"), with reference to the following facts:

- ORIX, Grantor and Visiprise, Inc. are parties to that certain Loan and Security Agreement Α. of dated December 5, 2005 (as amended from time to time, the "Loan Agreement"). (Capitalized terms used herein have the meaning assigned in the Loan Agreement.).
- Pursuant to the Loan Agreement, Grantor has granted to ORIX a security interest in all of the Collateral. The Collateral includes without limitation all Intellectual Property (including without limitation the Intellectual Property described herein).

#### Grantor agrees as follows:

- To secure performance of all of its "Obligations" as defined in the Loan Agreement, Grantor grants to ORIX a security interest in all of Grantor's right, title and interest in Grantor's Intellectual Property, including without limitation (i) the trademarks and servicemarks listed on Schedule A hereto, whether registered or not, and all applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrower connected with and symbolized by such trademarks, and (ii) the patents and patent applications listed on Schedule B hereto and all like protections including, without limitation, all improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, and (iii) all copyrights, maskworks, software, computer programs and other works of authorship listed on Schedule C hereto, and all extensions and renewals thereof, and (iv) all rights to recover for past or future infringement of any of the foregoing, and (v) all right, title and interest in and to any and all present and future license agreements with respect to any of the foregoing, and (vi) all present and future accounts, accounts receivable and other rights to payment arising from, in connection with or relating to any of the foregoing.
- 2. Grantor represents and warrants that (i) listed on Schedule A hereto are all trademark registrations and pending registrations owned or controlled by Grantor or licensed to Grantor, (ii) listed on Schedule B are all patents and patent applications owned or controlled by Grantor or licensed to Grantor, and (iii) listed on Schedule C are all copyrights, software, computer programs, mask works, and other works of authorship owned or controlled by Grantor which are registered with the United States Copyright Office.
- Grantor shall not, hereafter, register any maskworks, software, computer programs or other works of authorship subject to United States copyright protection with the United States Copyright Office without first complying with the following: (i) providing Secured Party with at least 15 days prior written notice thereof, (ii) providing Secured Party with a copy of the application for any such registration and (iii) executing and filing such other instruments, and taking such further actions as Secured Party may reasonably request from time to time to perfect or continue the perfection of Secured Party's interest in the Collateral, including without limitation the filing with the United States Copyright Office, simultaneously with the filing by Grantor of the application for any such registration, of a copy of this Agreement or a Supplement hereto in form acceptable to Secured Party identifying the maskworks,

P.4

4. This Agreement is being executed and delivered pursuant to the Loan Agreement; nothing herein limits any of the terms or provisions of the Loan Agreement, and ORIX's rights hereunder and under the Loan Agreement are cumulative. This Agreement, the Loan Agreement and the other Loan Documents set forth in full all of the representations and agreements of the parties with respect to the subject matter hereof and supersede all prior discussions, oral representations, oral agreements and oral understandings between the parties. This Agreement may not be modified or amended, nor may any rights hereunder be waived, except in a writing signed by the parties hereto. In the event of any litigation between the parties based upon, arising out of, or in any way relating to this Agreement, the prevailing party shall be entitled to recover all of his costs and expenses (including without limitation attorneys' fees) from the non-prevailing party. This Agreement and all acts, transactions, disputes and controversies arising hereunder or relating hereto, and all rights and obligations of ORIX and Grantor shall be governed by, and construed in accordance with the internal laws (and not the conflict of laws rules) of the State of California.

President and CEO

| Address of Grantor:                      | HMS Software, Inc.       |
|--|--------------------------|
| 1620 Sudbury Road<br>Concord, MA 01742   | By Recyerary             |
| Address of ORIX:                         | ORIX Venture Finance LLC |
| 151 Lytton Avenue<br>Palo Alto, CA 94301 | By<br>Kevin P. Sheehan.  |

Palo Alto, CA 94301

of this Agreement or a Supplement hereto in form acceptable to Secured Party identifying the maskworks, software, computer programs or other works of authorship being registered and confirming the grant of a security interest therein in favor of Secured Party.

This Agreement is being executed and delivered pursuant to the Loan Agreement; nothing herein limits any of the terms or provisions of the Loan Agreement, and ORIX's rights hereunder and under the Loan Agreement are cumulative. This Agreement, the Loan Agreement and the other Loan Documents set forth in full all of the representations and agreements of the parties with respect to the subject matter hereof and supersede all prior discussions, oral representations, oral agreements and oral understandings between the parties. This Agreement may not be modified or amended, nor may any rights hereunder be waived, except in a writing signed by the parties hereto. In the event of any litigation between the parties based upon, arising out of, or in any way relating to this Agreement, the prevailing party shall be entitled to recover all of his costs and expenses (including without limitation attorneys' fees) from the non-prevailing party. This Agreement and all acts, transactions, disputes and controversies arising hereunder or relating hereto, and all rights and obligations of ORIX and Grantor shall be governed by, and construed in accordance with the internal laws (and not the conflict of laws rules) of the State of California.

| Address of Grantor; | HMS Software, Inc.       |
|---------------------|--------------------------|
| <del></del>         |                          |
| -                   | By<br>Title              |
| Address of ORIX;    | ORIX Venture Finance LLC |
| 15I Lytton Avenue   |                          |

TRADEMARK REEL: 003239 FRAME: 0777

un P. Shul

Kevin P. Sheeban, President and CEO

## SCHEDULE A

## Trademarks

| Description   | Registration/<br>Application<br>Number | Registration/<br>Application<br><u>Date</u> |
|---|--|---|
| HMS-CAPP  Country Name: European Community  Class(es): 009  Goods: Computer software for industrial or manufacturing process planning in the field of process planning.  Owner Name: HMS Software, Inc.   | 1144559<br>(Registration<br>Number)    | 06-05-00<br>(Registration Date)             |
| HMS-CAPP  Country Name: France  Class(es): 009  Goods: Computer software in the field of process planning.  Owner Name: HMS Software, Inc.  | 96624909<br>(Registration<br>Number)   | 05-10-96<br>(Registration Date)             |
| HMS-CAPP  Country Name: Germany  Class(es): 009, 016  Goods: 9-Computer software in the fields of process planning and process technique, 16-User manuals.  Owner Name: HMS Software, Inc.  | 39623079<br>(Registration<br>Number)   | 02-17-97<br>(Registration Date)             |
| HMS-CAPP  Country Name: Japan  Class(es): 009  Goods: Software for computer aided process planning.  Owner Name: HMS Software, Inc.   | 4341220<br>(Registration<br>Number)    | 12-03-99<br>(Registration Date)             |
| HMS-CAPP  Country Name: United Kingdom  Class(es): 009  Goods: Computers; computer hardware, software and firmware; computer programs; data recordings; computer software in the field of process planning; instructional materials for any of the aforesaid goods; parts and fittings for all the aforesaid goods. | 2061117<br>(Registration<br>Number)    | 11-15-96<br>(Registration Date)             |

Registration/ Registration/
Application Application

Description Number Date

Owner Name: HMS Software, Inc.

HMS-CAPP 2096666 09-16-97

Country Name: United States of America (Registration Date)
Class(es): 009 Number)

Goods: Computer software for industrial or manufacturing process planning in the field of process planning, and user manuals sold as a unit.

Owner Name: HMS Software, Inc.

HMS-MANUFACTURING CHANGE 1920164 12-21-01

MANAGEMENT (Registration Date)

Country Name: European Community Number)

Class(es): 009
Goods: Computer software for the storage,

manipulation and reporting of data for use in the field

manipulation and reporting of data for use in the field

of manufacture of parts and assemblies.

Owner Name: HMS Software, Inc.

HMS-MANUFACTURING CHANGE 4504558 09-07-01

MANAGEMENT (Registration Date)

Country Name: Japan Number)
Class(es): 009

Goods: Computer software for the storage,

manipulation and reporting of data for use in the field

of manufacture of parts and assemblies.

Owner Name: HMS Software, Inc.

HMS-MANUFACTURING CHANGE 2622300 09-17-02

MANAGEMENT (Registration Date)

Country Name: United States of America Number)
Class(es): 009

Goods: Computer software for the storage,

manipulation and reporting of data for use in the field of manufacture of parts and assemblies and user

manuals sold as a unit therewith.

Owner Name: HMS Software, Inc.

Disclaimer: CHANGE MANAGEMENT

PA\831732.1 1191271-900000 11/02/05

Goods: Recorded computer software and recorded

PA\831732.1 1191271-900000 11/02/05 P.8

Registration/ Registration/ Application Application Description Number \_\_Date HMS-MANUFACTURING ENGINEERING 1920230 01-04-02 CHANGE MANAGEMENT (Registration (Registration Date) Country Name: European Community Number) Class(es): 009 Goods: Computer software for the storage, manipulation and reporting of data for use in the field of manufacture of parts and assemblies. Owner Name: HMS Software, Inc. HMS-MANUFACTURING ENGINEERING 4504559 09-07-01 CHANGE MANAGEMENT (Registration Date) (Registration Country Name: Japan Number) *Class(es)*: 009 Goods: Computer software for the storage, manipulation and reporting of data for use in the field of manufacture of parts and assemblies. Owner Name; HMS Software, Inc. HMS-MANUFACTURING ENGINEERING 2689425  $02 \times 18 - 03$ CHANGE MANAGEMENT (Registration (Registration Date) Country Name: United States of America Number) Class(es): 009 Goods: Computer software for the storage, manipulation and reporting of data for use in the field of manufacture of parts and assemblies and user manuals sold as a unit therewith. Owner Name: HMS Software, Inc. Disclaimer: MANUFACTURING ENGINEERING CHANGE MANAGEMENT HMS-NON CONFORMANCE MANAGEMENT 1451202 04-03-01 Country Name: European Community (Registration (Registration Date) *Class(es)*: 009 Number) Goods: Software in the field of manufacture of parts and assemblies. Owner Name: HMS Software, Inc. HMS-NON CONFORMANCE MANAGEMENT 3004324 01-28-00 Country Name: France (Registration (Registration Date) Class(es): 009 Number)

P.9

Registration/ Registration/ Application Application **Description** Number \_ Date computer software in the field of manufacture of parts and assemblies. Owner Name: HMS Software, Inc. HMS-NON CONFORMANCE MANAGEMENT 30001228 03-01-00 Country Name: Germany (Registration (Registration Date) Class(es): 009 Number) Goods: Computer software, particularly software in the field of manufacture of parts and assemblies, Owner Name: HMS Software, Inc. HMS-NON CONFORMANCE MANAGEMENT 4435880 11-24-00 Country Name: Japan (Registration (Registration Date) *Class(es)*: 009 Number) Goods: Software in the field of manufacture of parts and assemblies. Owner Name: HMS Software, Inc. HMS-NON CONFORMANCE MANAGEMENT 2219070 01-10-00 Country Name: United Kingdom (Registration (Registration Date) Class(es): 009 Number) Goods: Computer software; computer software in the field of manufacture of parts and assemblies. Owner Name: HMS Software, Inc. HMS-NON CONFORMANCE MANAGEMENT 2366205 07-11-00 Country Name: United States of America (Registration (Registration Date) Class(es): 009 Number) Goods: Computer software for the storage, manipulation and reporting of data for use in the field of manufacture of parts and assemblies and user manuals sold as a unit therewith. Owner Name: HMS Software, Inc. Disclaimer: MANAGEMENT HMS-QUALITY MANAGEMENT 003302338 10-20-04 Country Name: European Community (Registration (Registration Date)

Number)

manipulation and reporting of data for use in the field of manufacture of parts and assemblies, and PA\831732.1

Goods: 9-Computer software for the storage,

1191271-900000 11/02/05

Class(es): 009, 016

Registration/ Application Number Registration/ Application \_\_Date

### **Description**

instructional manuals in electronic form sold as a unit therewith. 16-User manuals sold as a unit with computer software for the storage, manipulation and reporting of data for use in the field of manufacture of parts and assemblies.

Owner Name: HMS Software, Inc.

HMS-QUALITY MANAGEMENT

Country Name: United States of America

Class(es): 009

Goods: Computer software for the storage,

manipulation and reporting of data for use in the field

of manufacture of parts and assemblies and user

manuals sold as a unit therewith.

Owner Name: HMS Software, Inc.

Disclaimer: QUALITY MANAGEMENT

HMS-SHOP FLOOR MANAGEMENT

Country Name: European Community

Class(es): 009

Goods: Computer software in the field of

manufacturing execution systems.

Owner Name: HMS Software, Inc.

HMS-SHOP FLOOR MANAGEMENT

Country Name: France

Class(es): 009

Goods: Recorded computer software and recorded computer software in the field of manufacturing

execution systems (MES).

Owner Name: HMS Software, Inc.

HMS-SHOP FLOOR MANAGEMENT

Country Name: Germany

Class(es): 009

Goods: Computer software, particularly in the field of

manufacturing execution systems (MES).

Owner Name: HMS Software, Inc.

HMS-SHOP FLOOR MANAGEMENT

Country Name: Japan

PA\\$31732.1 1191271-900000 11/02/05 2849786

(Registration

Number)

06-01-04

04-04-01

(Registration Date)

(Registration Date)

(Registration Date)

1451111

(Registration

Number)

1-28-00

(Registration

Number)

3004322

12-18-00

(Registration

Number)

30001229

(Registration Date)

4435879 11-24-00

(Registration

(Registration Date)

DEC.13.2005 2:57PM SPECIALIZED PATENT

NO.815 P.11

> Registration/ Application Number

Registration/ Application Date

(Registration Date)

01-10-00

**Description** 

*Class(es)*: 009

Goods: Computer software in the field of manufacturing execution systems (MES).

Owner Name: HMS Software, Inc.

Number)

2219071

Number)

(Registration

HMS-SHOP FLOOR MANAGEMENT

Country Name: United Kingdom

Class(es): 009

Goods: Computer software; computer software in the field of manufacturing execution systems (MES).

Owner Name: HMS Software, Inc.

2450552

HMS-SHOP FLOOR MANAGEMENT 05-15-01 Country Name: United States of America (Registration (Registration Date) Number)

Class(es): 009

Goods: Computer software for the storage,

manipulation and reporting of data for use in the field of manufacturing execution systems and user manuals

sold as a unit therewith.

Owner Name: HMS Software, Inc. Disclaimer: MANAGEMENT

PA\831792.1 1191271-900000 11/02/05

DEÇ.13.2005 2:57PM SPECIALIZED PATENT NO.815 P.12

## SCHEDULE B

Patents and Patent Applications

Registration/ Application Number

Registration/ Application Date

Description

None

DEC.13.2005 2:57PM SPECIALIZED PATENT

NO.815 P.13

# SCHEDULE C

Copyrights

Registration/ Application

Number

Registration/ Application <u>Date</u>

None

Description

920187.1 925883.1

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of December 5, 2005, by and between **ORIX Venture Finance LLC** ("ORIX") and **Visiprise**, **Inc.**, a Delaware corporation ("Grantor"), with reference to the following facts:

- A. ORIX, Grantor and HMS Software, Inc. are parties to that certain Loan and Security Agreement of dated December 5, 2005 (as amended from time to time, the "Loan Agreement"). (Capitalized terms used herein have the meaning assigned in the Loan Agreement.)
- B. Pursuant to the Loan Agreement, Grantor has granted to ORIX a security interest in all of the Collateral. The Collateral includes without limitation all Intellectual Property (including without limitation the Intellectual Property described herein).

### Grantor agrees as follows:

- 1. To secure performance of all of its "Obligations" as defined in the Loan Agreement, Grantor grants to ORIX a security interest in all of Grantor's right, title and interest in Grantor's Intellectual Property, including without limitation (i) the trademarks and servicemarks listed on Schedule A hereto, whether registered or not, and all applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrower connected with and symbolized by such trademarks, and (ii) the patents and patent applications listed on Schedule B hereto and all like protections including, without limitation, all improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, and (iii) all copyrights, maskworks, software, computer programs and other works of authorship listed on Schedule C hereto, and all extensions and renewals thereof, and (iv) all rights to recover for past or future infringement of any of the foregoing, and (v) all rights to any and all present and future license agreements with respect to any of the foregoing, and (vi) all present and future accounts, accounts receivable and other rights to payment arising from, in connection with or relating to any of the foregoing.
- 2. Grantor represents and warrants that (i) listed on Schedule A hereto are all trademark registrations and pending registrations owned or controlled by Grantor or licensed to Grantor, (ii) listed on Schedule B are all patents and patent applications owned or controlled by Grantor or licensed to Grantor, and (iii) listed on Schedule C are all copyrights, software, computer programs, mask works, and other works of authorship owned or controlled by Grantor which are registered with the United States Copyright Office.
- 3. Grantor shall not, hereafter, register any maskworks, software, computer programs or other works of authorship subject to United States copyright protection with the United States Copyright Office without first complying with the following: (i) providing Secured Party with at least 15 days prior written notice thereof, (ii) providing Secured Party with a copy of the application for any such registration and (iii) executing and filing such other instruments, and taking such further actions as Secured Party may reasonably request from time to time to perfect or continue the perfection of Secured Party's interest in the Collateral, including without limitation the filing with the United States Copyright Office, simultaneously with the filing by Grantor of the application for any such registration, of a copy of this Agreement or a Supplement hereto in form acceptable to Secured Party identifying the maskworks,

software, computer programs or other works of authorship being registered and confirming the grant of a security interest therein in favor of Secured Party.

4. This Agreement is being executed and delivered pursuant to the Loan Agreement; nothing herein limits any of the terms or provisions of the Loan Agreement, and ORIX's rights hereunder and under the Loan Agreement are cumulative. This Agreement, the Loan Agreement and the other Loan Documents set forth in full all of the representations and agreements of the parties with respect to the subject matter hereof and supersede all prior discussions, oral representations, oral agreements and oral understandings between the parties. This Agreement may not be modified or amended, nor may any rights hereunder be waived, except in a writing signed by the parties hereto. In the event of any litigation between the parties based upon, arising out of, or in any way relating to this Agreement, the prevailing party shall be entitled to recover all of his costs and expenses (including without limitation attorneys' fees) from the non-prevailing party. This Agreement and all acts, transactions, disputes and controversies arising hereunder or relating hereto, and all rights and obligations of ORIX and Grantor shall be governed by, and construed in accordance with the internal laws (and not the conflict of laws rules) of the State of California.

Address of Grantor:

Visiprise, Inc.

12725 Morris Road Suite 300 Alpharetta, GA 30004

Address of ORIX:

151 Lytton Avenue Palo Alto, CA 94301 ORIX Venture Finance LLC

By\_\_\_\_\_\_ Keyin P. Sheehan,

President and CEO

of this Agreement or a Supplement hereto in form acceptable to Secured Party identifying the maskworks, software, computer programs or other works of authorship being registered and confirming the grant of a security interest therein in favor of Secured Party.

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| Address of Grantor:                      | Visiprise, Inc.          |
|--|--------------------------|
| <del></del>                              |                          |
| <u> </u>                                 | By<br>Title              |
| Address of ORIX:                         | ORIX Venture Finance LLC |
| 151 Lytton Avenue<br>Palo Alto, CA 94301 | By Kevn P. Sheek         |

President and CEO

DEC.13.2005 2:59PM SPECIALIZED PATENT

NO.814 P.6

## SCHEDULE A

## Trademarks

|                                      | Registration/<br>Application<br>Number               | Registration/<br>Application<br>Date                 |
|--------------------------------------|--|--|
| Description                          |  | Date   |
| NetVendor®                           | 2562728  | 4-23-02  |
| GR Force/SCE™                        | (common law<br>trademark which is<br>not registered) | (common law<br>trademark which is<br>not registered) |
| SFDM®                                | 2499452  | 10-23-01   |
| SFLM®                                | 2537078  | 02-05-02   |
| TRACS™                               | (common law<br>trademark which is<br>not registered) | (common law<br>trademark which is<br>not registered) |
| ICC Industrial Computer Corporation® | 2408094  | 11-28-00   |
| PQM™                                 | (common law<br>trademark which is<br>not registered) | (common law<br>trademark which is<br>not registered) |

DEC.13.2005 2:59PM SPECIALIZED PATENT NO.814 P.7

## SCHEDULE B

# Patents and Patent Applications

| <u>Description</u>   | Registration/<br>Application<br><u>Number</u> | Registration/<br>Application<br><u>Date</u> |
|--|---|---|
| Method and apparatus for asynchronous transaction processing                 | US Patent #<br>6,138,143                      | 10-24-00                                    |
| Method and apparatus for load balancing in a distributed object architecture | US Patent #<br>6,393,458                      | 05-21-02                                    |

DEC.13.2005 2:59PM SPECIALIZED PATENT NO.814 P.8

SCHEDULE C

Copyrights

Registration/ Application

Registration/ Application <u>Date</u> Number

None

**Description** 

**TRADEMARK REEL: 003239 FRAME: 0791** 

**RECORDED: 12/13/2005**