

05-31-2002

FORM PTO-1594

F



U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

(Rev. 03/01)

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

102107248

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

1. Name of conveying party(ies):
ACCURUE SOFTWARE, INC. *5-28-02*

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

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

2. Name and address of receiving party(ies):
 Name: **Silicon Valley Bank**
 Internal Address: HA155

Street Address: 3003 Tasman Drive

City: Santa Clara State: CA ZIP: 95054

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: 06/21/2001

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

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

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

A. Trademark Application No.(s)				B. Trademark No.(s)
75/629,251	75/178,259	74/596,933	75/574,562	
75/737,042	75/936,255	75/504,213	75/100,157	
75/801,292	75/671,171	75/975,689	75/447,867	
75/181,457	75/696,791	75/447,874	75/731,835	
75/719,984	75/447,873	75/447,875		
75/737,041	75/122,275	73/637,331		

Additional numbers attached? Yes No

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

Name: **Silicon Valley Bank**

Internal Address: Loan Documentation HA155

Street Address: 3003 Tasman Dr.

City: Santa Clara State: Ca ZIP: 95054

6. Total number of applications and registrations involved: 22

7. Total fee (37 CFR 3.41): \$565.00
 Enclosed
 Authorized to be charged to deposit account

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

DO NOT USE THIS SPACE

9. Statement and signature.

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

05/30/2002 DBYRNE 00000069 75629251

01 FC:481 40.00 OP
 02 FC:482 525.00 OP

Maurice A. Steeger
 Name of Person Signing

Maurice A. Steeger
 Signature

Total number of pages including cover sheet, attachments, and document:
 Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patent & Trademarks, Box Assignments
 Washington, D.C. 20231

TRADEMARK
 REEL: 2515 FRAME: 0915

OFFICE OF PUBLIC INFORMATION
 DATE: MAY 28 2002
 FINANCE SECTION

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "IP Agreement") is made as of the Twenty Eighth day of June, 2001 by and between ACCRUE SOFTWARE, INC., ("Grantor"), and Silicon Valley Bank, a California banking corporation ("Bank").

RECITALS

A. Bank will make advances to Grantor ("Advances") as described in the Accounts Receivable Purchase Agreement (the "Purchase Agreement"), but only if Grantor grants Bank a security interest in its Copyrights, Trademarks, Patents, and Mask Works. Defined terms used but not defined herein shall have the same meanings as in the Purchase Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(h) This IP Agreement creates, and in the case of after acquired Intellectual Property Collateral, this IP Agreement will create at the time Grantor first has rights in such after acquired Intellectual Property Collateral, in favor of Bank a valid and perfected first priority security interest in the Intellectual Property Collateral in the United States securing the payment and performance of the obligations evidenced by the Purchase Agreement upon making the filings referred to in clause (i) below;

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

(j) All information heretofore, herein or hereafter supplied to Bank by or on behalf of Grantor with respect to the Intellectual Property Collateral is accurate and complete in all material respects.

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

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

4. Bank's Rights. Bank shall have the right, but not the obligation, to take, at Grantor's sole expense, any actions that Grantor is required under this IP Agreement to take but which Grantor fails to take, after fifteen (15) days' notice to Grantor. Grantor shall reimburse and indemnify Bank for all reasonable costs and reasonable expenses incurred in the reasonable exercise of its rights under this section 4.

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

6. Further Assurances; Attorney in Fact.

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

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

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

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

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

(a) An Event of Default occurs under the Purchase Agreement; or

(b) Grantor breaches any warranty or agreement made by Grantor in this IP Agreement.

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

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

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

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

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

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

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

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

16. Confidentiality. In handling any confidential information, Bank shall exercise the same degree of care that it exercises with respect to its own proprietary information of the same types to maintain the confidentiality of any non-public information thereby received or received pursuant to this IP Agreement except that the disclosure of this information may be made (i) to the affiliates of the Bank, (ii) to prospective transferee or purchasers of an interest in the obligations secured hereby, provided that they have entered into comparable confidentiality agreement in favor of Grantor and have deliver a copy to Grantor, (iii) as required by law, regulation, rule or order, subpoena judicial order or similar order and (iv) as may be required in connection with the examination, audit or similar investigation of Bank.

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

Address of Grantor:

48634 MILMONT DRIVE
FREMONT, CALIFORNIA 94538

GRANTOR:

ACCRUE SOFTWARE, INC.

By:

Name:

Title:

Harrison N. Pitts
HARRISON N. PITTS
VP - FINANCE

EXHIBIT "A"

COPYRIGHTS

SCHEDULE A - ISSUED COPYRIGHTS

<u>COPYRIGHT DESCRIPTION</u>	<u>REGISTRATION NUMBER</u>	<u>DATE OF ISSUANCE</u>
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SCHEDULE B - PENDING COPYRIGHT APPLICATIONS

<u>COPYRIGHT DESCRIPTION</u>	<u>APPLICATION NUMBER</u>	<u>DATE OF FILING</u>	<u>CREATION</u>	<u>FIRST DATE OF PUBLIC DISTRIBUTION</u>
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SCHEDULE C - UNREGISTERED COPYRIGHTS (Where No Copyright Application is Pending)

<u>COPYRIGHT DESCRIPTION</u>	<u>DATE OF CREATION</u>	<u>FIRST DATE OF DISTRIBUTION</u>	<u>ORIGINAL AUTHOR OR OWNER OF COPYRIGHT (IF DIFFERENT FROM GRANTOR)</u>	<u>DATE AND RECORDATION NUMBER OF IP AGREEMENT TO OWNER OF GRANTOR (IF ORIGINAL AUTHOR OR OWNER OF COPYRIGHT IS DIFFERENT FROM GRANTOR)</u>
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Exhibit "B" attached to that certain Intellectual Property Security Agreement dated June 28, 2001.

EXHIBIT "B"

PATENTS

PATENT

<u>DESCRIPTION</u>	<u>DOCKET NO.</u>	<u>COUNTRY</u>	<u>SERIAL NO.</u>	<u>FILING DATE</u>	<u>STATUS</u>
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EXHIBIT "C"

TRADEMARKS

<u>TRADEMARK</u>	<u>DESCRIPTION</u>	<u>COUNTRY</u>	<u>SERIAL NO.</u>	<u>REG. NO</u>	<u>STATUS</u>
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SEE ATTACHED

EXHIBIT "D"

MASK WORKS

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

Mark	Country	Status	App. No.	App. Date	Reg. No.	Reg. Date	Next Due Date	Comments on Next Due Date
	0014 00187							
<i>Goods/Services</i> Computer software and hardware in Class 9.								
<i>Comments</i>	Follow up letter to client concerning execution and return of the Power of Attorney. Per client's email dated 9/21/2000, application is abandoned.							
	0014 00655	Pending	11-96305	08/27/1999				
<i>Capital 'A' with Swift Design Japan</i>								
<i>Goods/Services</i> Computer software and hardware in Class 9; computer services; computer programming services; computer software development services; and consulting services in Class 42.								
<i>Comments</i>	01/05/01 letter to associate instructing to pay registration fee if Notice of Dismissal has not yet issued. 01/09/01 letter from associate confirming payment of registration fees.							
	0014 02223	Unified						
<i>Capital 'A' with Swift Design Mexico</i>								
<i>Goods/Services</i> Note to file dated 9/30/00 indicating we instructed associate not to file until we heard from client.								
	0014 01223	Unified						
<i>Capital 'A' with Swift Design Mexico</i>								
<i>Goods/Services</i> Note to file dated 9/30/00 indicating we instructed associate not to file until we heard from client.								
	0014 00223	Unified						
<i>Capital 'A' with Swift Design Mexico</i>								
<i>Goods/Services</i> Note to file dated 9/30/00 indicating we instructed associate not to file until we heard from client.								
	0014 107648	Pending	199-107648	06/25/1999			01/02/2001	Response due - extension requested on 12/21/00 by associate - new deadline will follow.
<i>Capital 'A' with Swift Design Singapore</i>								

Mark	Country	Status	App. No.	App. Date	Reg. No.	Reg. Date	Next Due Date	Comments on Next Due Date
Capital "A" with Swirl Design	Brazil	Pending		09/29/2000				
	0014 02123							
Goods/Services								
Comments								
Capital "A" with Swirl Design	Brazil	Pending		09/29/2000				
	0014 00123							
Goods/Services								
Comments								
Capital "A" with Swirl Design	Brazil	Pending		09/29/2000				
	0014 01123							
Goods/Services								
Comments								
Capital "A" with Swirl Design	Canada	Pending	1,630,160	09/27/1998				
	0014 00131							
Goods/Services								Computer software and hardware in Class 9; computer services, computer programming services, computer software development services, and consulting services in Class 42.
Comments								
Capital "A" with Swirl Design	European Community	Pending	1,323,436	09/27/1999				
	0014 00337							
Goods/Services								Computer software and hardware in Class 9; printed matter and publications in Class 16; and computer services; computer programming services; computer software development services; and consulting services in Class 42.
Comments								Published for opposition on 05/13/2000. Email to client on 10/30/00 advising of deadline for payment of registration fee. Possible opposition to Tribute CTM App. No. 1,602,077 due 07/27/01. 1/05/01 letter to associate to pay registration fees.
Capital "A" with Swirl Design	India	To be abandoned per client	876,629	09/27/1999				

Mark	Country	Status	App. No.	App. Date	Reg. No.	Reg. Date	Next Due Date	Comments on Next Due Date
<i>Goods/Services</i> Computer software for monitoring website activity and traffic in Class 9.								
<i>Comments</i> Published for opposition on 5/23/00.								
Capital "A" and Swift Design	United States	United	0055 00266					
<i>Goods/Services</i>								
<i>Comments</i> Per A. Merton, follow up with client \$2000 to determine if they want to file the application.								
Capital "A" with Swift Design	Argentina	Pending	2,309,528	09/27/2000				
<i>Goods/Services</i>								
<i>Comments</i> Published in the Trademark Bulletin on 12/06/00.								
Capital "A" with Swift Design	Argentina	Pending	2,309,530	09/27/2000				
<i>Goods/Services</i>								
<i>Comments</i> Published in the Trademark Bulletin on 12/06/00.								
Capital "A" with Swift Design	Argentina	Pending	2,308,520	09/27/2000				
<i>Goods/Services</i>								
<i>Comments</i> Published in the Trademark Bulletin on 12/06/00.								
Capital "A" with Swift Design	Australia	Registered	808,427	09/27/1993	808,427	03/10/2000	09/27/2009	
<i>Goods/Services</i> Computer software and hardware in Class 9; and computer services; computer programming services; computer software development services; and consulting services in Class 42.								
<i>Comments</i>								

Mark	Country	Status	App. No.	App. Date	Reg. No.	Reg. Date	Next Due Date	Comments on Next Due Date
	0024 00131							
Goods/Services	Computer software, including computer software for monitoring website activity and traffic in Class 9.							
Comments								
BUYPATH	European Community	Pending	1,624,295	04/21/2000				
	0024 00337							
Goods/Services	Computer software, including computer software for monitoring website activity and traffic in Class 9; paper goods and printed matter in Class 16, and computer programming services, computer software and hardware development services; consulting services in the fields of collecting, monitoring, analyzing, tracking, and managing traffic on computer networks in Class 42.							
Comments								
BUYPATH	India	To be abandoned per client	919,812	04/24/2000				
	0024 00187							
Goods/Services	Computer software, including computer software for monitoring website activity and traffic in Class 9.							
Comments	Per client's instructions, application abandoned. Per client's email dated 7/11/00, wants to proceed with application. Letter to foreign associate on 8/21/2000 requesting filing particulars. Per client's email dated 9/21/2000, application is abandoned. Associate confirmed instructions to abandon on 10/19 and sent final debit note.							
BUYPATH	Japan	To be abandoned per client	2000-43344	04/21/2000				
	0024 00186							
Goods/Services	Computer software, including computer software for monitoring website activity and traffic in Class 9.							
Comments	G. Walker provided instructions on 1/6/01 to abandon application. Sent instructions on 1/8/01 to associate to allow application to go abandoned.							
BUYPATH	Singapore	Pending						
	0024 00256							
Goods/Services	Computer software, including computer software for monitoring website activity and traffic in Class 9.							
Comments	Instructions sent to associate 4/20/00 to file new application.							
BUYPATH	United States	Pending	751829,251	10/22/1998			02/15/2001	Statement of Use or Extension Request due.

JHN 07 '01 10:10 TK 4705 Z TENERDUN 002 100 1000 10 10 00000000

Mark	Country	Status	App. No.	App. Date	Reg. No.	Reg. Date	Next Due Date	Comments on Next Due Date
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0021 00237

Goods/Services: Computer hardware and software in Class 9; paper goods and printed matter in Class 16; and computer/programming services; computer software and hardware development services; and information and consultancy services, including consulting and advice services related to global computer network commerce and web site tracking in Class 42.

Comments: Response to Office Action explaining services filed 3/24/00; search report dated 07/06/2000 transmitted to client; possible opposition to Targus Group Inter. due 12/1/00. Published for opposition on 8/1/00 (not reported to client due to stop work order). Application has been opposed by A13 Automotive Multimedia AG and assigned Opposition No. 8332033.

ADS	Japan	Pending	Y1-106879	12/24/1999				
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Goods/Services: Computer programming services; computer software and hardware development services; online services; and information and consultancy services, including consulting and advice services related to global computer network commerce and web site tracking in Class 42.

Comments:

ADS	Singapore	Pending	T98118140	11/30/1999			02/08/2001	Response to office action due.
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0021 00256

Goods/Services: Computer programming services; computer software and hardware development services; online services; and information and consultancy services, including consulting and advice services related to global computer network commerce and web site tracking in Class 42.

Comments: Response to Office Action filed 8/2/00 amending services. In second office action Examiner is requesting precedents from UK, Hong Kong, or Australia with regard to "web tracking." A associate requests instructions as soon as possible. Associate requested extension due to absence of instructions. Response due 2/8/01.

ADS	United States	Pending	75737,042	06/25/1999			01/24/2001	Response/notice of Appeal due.
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0021 00286

Goods/Services: Consulting and advice services related to global computer network commerce and web site tracking in Class 42.

Comments: Response to Office Action filed 5/22/00. Request for Reconsideration due 10/24/00. Response/notice of Appeal due 01/24/00. Office action not reported to client because of stop work order.

BUYPATH	Australia	Pending	633,042	04/29/2000				
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0024 00160

Goods/Services: Computer software, including computer software for monitoring website activity and traffic in Class 9.

Comments: Accepted and published for opposition on 6/1/00.

BUYPATH	Canada	Pending	1,056,405	04/25/2000				
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JAN 29 '01 18:14 77 4 KATH HENDERSON

202 253 4100 15 10 1000000

Mark	Country	Status	App. No.	App. Date	Reg. No.	Reg. Date	Next Due Date	Comments on Next Due Date
<p>0089 00105</p> <p><i>Goods/Services</i> Electronic machines, instruments and their parts; fittings in Class 9</p> <p><i>Comments</i></p>								
ACCURIE INSIGHT	Mexico	Unfiled						
<p>0009 00223</p> <p><i>Goods/Services</i></p> <p><i>Comments</i> Note to file dated 8/30/00 indicating we instructed associate not to file until we heard from client.</p>								
ACCURIE INSIGHT	Singapore	Pending	T0011007A	04/19/2000				
<p>0009 00256</p> <p><i>Goods/Services</i> Computer hardware and software in Class 9.</p> <p><i>Comments</i></p>								
ACCURIE INSIGHT	United States	Registered	75/181,457	10/15/1996	2,261,364	07/13/1999	07/13/2005	Declaration of Use due.
<p>0088 00286</p> <p><i>Goods/Services</i> Computer software, and manuals sold as a unit, for monitoring, analyzing or measuring the use of electronic communications networks, and for the collection, analysis, retrieval and aggregation of data regarding use of electronic communications networks in Class 9.</p> <p><i>Comments</i></p>								
ACCURIE SITE KNOWLEDGE	United States	Pending	75/719,984	05/03/1999				
<p>0017 00285</p> <p><i>Goods/Services</i> Electronic business site hosting services in Class 42</p> <p><i>Comments</i> Response to Office Action filed 5/4/00.</p>								
ACCURIE VISTA	Canada	Pending	1,037,194	11/24/1999				
<p>0023 00131</p> <p><i>Goods/Services</i> Computer hardware and software, including computer software that provides a detailed web site customer segmentation and visitor activity information in Class 9.</p> <p><i>Comments</i></p>								

Mark	Country	Status	App. No.	App. Date	Reg. No.	Reg. Date	Next Due Date	Comments on Next Due Date
<i>Goods/Services</i>								
<i>Comments</i> Published in the Trademark Bulletin on 12/05/00.								
ACCURIE INSIGHT	Australia 0009 00110	Pending	851,763	09/27/2000				
<i>Goods/Services</i>								
<i>Comments</i>								
ACCURIE INSIGHT	Brazil 0009 00123	Pending	823187284					
<i>Goods/Services</i>								
<i>Comments</i>								
ACCURIE INSIGHT	Brazil 0009 00123	Pending	823187284	09/27/2000				
<i>Goods/Services</i>								
<i>Comments</i> Published in Official Gazette on 11/28/00 for opposition.								
ACCURIE INSIGHT	Canada 0009 00136	Pending	1,076,164	09/27/2000				
<i>Goods/Services</i>								
<i>Comments</i>								
ACCURIE INSIGHT	European Community 0009 00337	Pending	1,875,863	09/27/2000				
<i>Goods/Services</i>								
<i>Comments</i>								
ACCURIE INSIGHT	Japan 0009 00337	Pending	2000-107361	10/02/2000				

JAN 09 '91 16:13 TX

Mark	Country	Status	App. No.	App. Date	Reg. No.	Reg. Date	Next Due Date	Comments on Next Due Date
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0019 00133
Goods/Services Computer programming services; computer software and hardware development services; online services; and information and consultancy services, including consulting and advice services related to global computer network commerce and web site tracking in Class 42.

Comments

ACCURIE DISCOVERY SERVICE European Community Pending 1,439,504 12/23/1996

0019 00337
Goods/Services Computer hardware and software in Class 9; paper goods and printed matter in Class 16; and computer programming services; computer software and hardware development services; and information and consultancy services, including consulting and advice services related to global computer network commerce and web site tracking in Class 42.

Comments Response to Office Action filed 08/05/00. Office's search report dated 10/31/2000 received from OAMI.

ACCURIE DISCOVERY SERVICE Japan Pending 11-118075 12/24/1999

0019 00185
Goods/Services Computer programming services; computer software and hardware development services; online services; and information and consultancy services, including consulting and advice services related to global computer network commerce and web site tracking in Class 42.

Comments

ACCURIE DISCOVERY SERVICE Singapore Pending 19975262G 12/23/1999 0221/2001 Response to Office action due.

0019 00256
Goods/Services Consulting and advice services related to global computer network commerce and web site tracking in Class 42.

Comments Associate filed response on 0/8/00 amending services. Examiner objects to services being in Class 42 and indicated services should be in Class 35. Associate suggests filing an application in Class 35 and requests precedent for arguing Class 42 services.

ACCURIE DISCOVERY SERVICE United States Pending 75/737,041 06/25/1999

0019 00286
Goods/Services Consulting and advice services related to global computer network commerce and web site tracking in Class 42.

Comments

ACCURIE INSIGHT Argentina Pending 2,309,537 09/27/2000

Mark	Country	Status	App. No.	App. Date	Reg. No.	Reg. Date	Next Due Date	Comments on Next Due Date
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ACCURIE	Singapore	Registered	393987	04/04/1997	383907	10/07/1998	10/07/2006	Renewal due.
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Goods/Services Computer software and hardware for use in collecting, monitoring, analyzing, tracking, and managing traffic on computer networks in Class 9.

Comments Registration and renewal dates based on priority date.

ACCURIE	Turkic	Registered	970508	04/04/1997	E5070508	04/04/1997	04/04/2012	Renewal due.
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Goods/Services Computer software and hardware for use in collecting, monitoring, analyzing, tracking, and managing traffic at sites on computer networks in Int'l. Class 9

Comments

ACCURIE	United States	Registered	75178,299	10/07/1986	2,241,805	09/27/1999	09/27/2005	Declaration of Use due.
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Goods/Services Computer software and hardware for use in collecting, monitoring, analyzing, tracking, and managing traffic at sites on computer networks in Class 9; and computer programming services, computer software development services, and consulting services in the fields of collecting, monitoring, analyzing, tracking and managing traffic on computer networks in Class 42.

Comments

ACCURIE	United States	Unfiled					12/01/2000	Follow up w/client about filing the application.
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Goods/Services

Comments Per A. Marton, follow up with client 12/01 to determine if they want to file the application.

ACCURIE ADVISOR	United States	Pending	751816,355	03/09/2000				
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Goods/Services Computer software and hardware for advertising and marketing services; online services in the field of measuring and analyzing online traffic to websites; measuring and analyzing effectiveness of advertising on websites in Class 9.

Comments Approved for publication per PTO website status updates on 12/27/00.

ACCURIE DISCOVERY SERVICE	Canada	Pending	1,940,703	12/23/1999				
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Tuesday, January 04, 2001

Mark	Country	Status	App. No.	App. Date	Reg. No.	Reg. Date	Next Due Date	Comments on Next Due Date
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Comments

ACCRUE	India	To be abandoned per client	737,078	04/09/1997				
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Goods/Services Computer software and hardware for use in collecting, monitoring, analyzing, tracking, and managing traffic on computer networks in Class B.

Comments Per associate's letter dated 7/23/96, examination not expected to take place until July 2003. Per client's email dated 9/24/2000, application is abandoned. Associate confirmed instructions to abandon on 10/18/01.

ACCRUE	Japan	Pending	9-102645	04/04/1997				
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Goods/Services Computer software and hardware in Class B.

Comments Registration for ACCRUE in the name of NEC cited against application. Final rejection issued against application because of NEC citation. Instructions sent to associate 7/22/99 to file appeal and conduct further investigations into NEC's use of ACCRUE mark. NEC registration was cancelled in connection with electronic trademark-infringement and their proceedings. Associate Ethics examiner will withdraw rejection based on the NEC cancellation. Examiner has decided on excluding "checkbox label, semiconductor elements, and electronic circuits other than those carrying computer programs."

ACCRUE	Mexico	Unfiled						
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Goods/Services

Comments Note to file dated 9/30/00 indicating we instructed associate not to file until we heard from client.

ACCRUE	Mexico	Unfiled						
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Goods/Services

Comments Note to file dated 9/30/00 indicating we instructed associate not to file until we heard from client.

ACCRUE	Mexico	Unfiled						
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Goods/Services

Comments Note to file dated 9/30/00 indicating we instructed associate not to file until we heard from client.

JRN 09 01 19:13 FR PINNEGYN HENDERSON 202 408 4400 TU 15185884904 1-00

Mark	Country	Status	App. No.	App. Date	Reg. No.	Reg. Date	Next Due Date	Comments on Next Due Date
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ACCRUE	Brazil	Pending	823187282	09/27/2000				
	0008	01123						

Goods/Services
Comments Published in Official Gazette on 11/28/00.

ACCRUE	Brazil	Pending	823187288	09/27/2000				
	0008	02123						

Goods/Services
Comments Published in Official Gazette on 11/28/00 for appeal.

ACCRUE	Brazil	Pending	823187346	09/27/2000				
	0008	00123						

Goods/Services
Comments

ACCRUE	Canada	Pending	841,451	04/07/1997			06/20/2001	Deadline to submit certified copy of U.S. registration; associate will request extension if no instructions are received.
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8008 40131

Goods/Services Computer hardware, computer software for use in collecting, monitoring, analyzing, tracking, and managing traffic on computer networks in Class 9; computer programming services, computer software development services, and consulting services in the fields of collecting, monitoring, analyzing, tracking and managing traffic on computer networks in Class 42.

Comments Goods in Class 9 amended per Examiner's request. Instructions sent to associate 12/14/99 to obtain further extension to file certified copy of U.S. registration. Extension granted on 1/21/99. Associate will request further extension if they do not receive our instructions prior to 12/15/00. Extension request filed on 12/20/00.

ACCRUE	European Community	Registered	513,234	04/04/1997	513,234	01/04/1999	04/04/2007	Renewal due.
	0008	00337						

Goods/Services Computer hardware and software, including computer software and hardware for use in collecting, monitoring, analyzing, tracking, and managing traffic on computer networks in Class 9; paper, goods and printed matter in Class 16 and computer programming services; computer software and hardware development services; consulting services in the fields of collecting, monitoring, analyzing, tracking, and managing traffic on computer networks in Class 42.

Accrue Software, Inc. Trademark Inventory

Mark	Country	Status	App. No.	App. Date	Reg. No.	Reg. Date	Next Due Date	Comments on Next Due Date
ACCRUE	Argentina	Pending	2,308,535	09/27/2000				
<i>Goods/Services</i>								
<i>Comments</i> Published in the Trademark Bulletin on 12/06/00.								
ACCRUE	Argentina	Pending	2,389,534	09/27/2000				
<i>Goods/Services</i>								
<i>Comments</i> Published in the Trademark Bulletin on 12/06/00.								
ACCRUE	Argentina	Pending	2,289,536	08/27/2000				
<i>Goods/Services</i>								
<i>Comments</i> Published in the Trademark Bulletin on 12/06/00.								
ACCRUE	Australia	Registered	731,373	04/04/1987	731,373	04/04/1987	04/04/2007	Renewal due.
<i>Goods/Services</i> Computer software and hardware in Class 9.								
<i>Comments</i>								
ACCRUE	Brazil	Pending	823187268	09/27/2000				
<i>Goods/Services</i> Teaching services in the fields of computer network, website, vector and traffic analytics, use of computer software, and development and design of computer software in Class 41.								
<i>Comments</i>								

Mark	Country	Status	App. No.	App. Date	Reg. No.	Reg. Date	Next Due Date	Comments on Next Due Date
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0014 00216

Goods/Services Computer software and hardware in Class 9.

Comments Response to Office Action filed by associate 9/29/00. Response to second office action due by 1/22/01. Associate requested extension per 12/21/00 letter and will advise of the new due date.

Capital "X" with Swift Design Singapore 0014 01256

Registered

1991/07/85U

09/25/1989

1991/07/85U

03/28/1989

03/28/2009

Renewal due.

Goods/Services Computer programming services; computer software development services; and consulting services in the fields of collecting, monitoring, analyzing, tracking, and managing traffic on computer networks in Class 42.

Comments Renewal due 3/28/09.

Capital "X" with Swift Design United States 0014 00286

Pending

75/671,171

03/26/1989

Goods/Services Computer software and hardware for use in collecting, monitoring, analyzing, tracking, and managing traffic on computer networks in Class 9; and computer programming services for others; computer software development services for others; and consulting services in the fields of collecting, monitoring, analyzing, tracking, and managing traffic on computer networks in Class 42.

Comments Services amended in Examiner's Amendment dated 9/24/99. Published for opposition on 12/21/99. Notice of Allowance dated 3/14/00.

CONVERTING CLICKS TO CUSTOMERS 0025 00108

Pending

2,309,531

06/27/2000

Goods/Services

Comments Published in the Trademark Bulletin on 12/06/00.

CONVERTING CLICKS TO CUSTOMERS 0025 02108

Pending

2,309,532

09/27/2000

Goods/Services

Comments Published in the Trademark Bulletin on 12/06/00.

CONVERTING CLICKS TO CUSTOMERS Argentina 0025 02108

Pending

2,309,533

09/27/2000

Mark	Country	Status	App. No.	App. Date	Reg. No.	Reg. Date	Next Due Date	Comments on Next Due Date
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Goods/Services

0025 01808

Comments Published in the Trademark Bulletin on 12/06/00.

CONVERTING CLICKS TO CUSTOMERS

0025 00410

Pending

851,756

09/27/2000

Goods/Services

Comments

CONVERTING CLICKS TO CUSTOMERS

0025 00123

Unfiled

Goods/Services

Comments On 9/26/00, associate requested samples of the mark as used in the U.S. to attach to the application when filing. Associate is awaiting our reply.

CONVERTING CLICKS TO CUSTOMERS

0025 00123

Pending

Goods/Services

Comments On 9/26/00 letter from associate stating that the application may be rejected as the BPTO might consider it an advertising slogan.

CONVERTING CLICKS TO CUSTOMERS

0025 02123

Unfiled

Goods/Services

Comments On 9/26/00 associate requested samples of the mark as used in the U.S. to attach to the application when filing. Associate is awaiting our reply.

CONVERTING CLICKS TO CUSTOMERS

0025 01123

Unfiled

Goods/Services

Mark	Country	Status	App. No.	App. Date	Reg. No.	Reg. Date	Next Due Date	Comments on Next Due Date
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Comments On 9/28/00, associate requested samples of the mark as used in the U.S. to attach to the application when filing. Associate is awaiting our reply.

CONVERTING CLICKS TO CUSTOMERS	Canada	Pending	1,087,191	07/14/2000				
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Goods/Services Computer hardware and software, including computer software and hardware for use in collecting, prioritizing, analyzing, tracking, managing, and reporting on traffic and data on computer networks in Class 9; and computer programming services; computer software development services; consulting services in the fields of collecting, marketing, analyzing, tracking, managing, and reporting on traffic and data on computer networks; consulting services in the fields of website design and architecture; consulting services in the field of electronic commerce in Class 42.

CONVERTING CLICKS TO CUSTOMERS	European Community	Pending	1757939	07/14/2000				
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Goods/Services Computer hardware and software, including computer software and hardware for use in collecting, monitoring, analyzing, tracking, managing, and reporting on traffic and data on computer networks in Class 9; educational and training services in Class 41; and computer programming services; computer software development services; consulting services in the fields of collecting, marketing, analyzing, tracking, managing, and reporting on traffic and data on computer networks; consulting services in the fields of website design and architecture; consulting services in the field of electronic commerce in Class 42.

Comments Instructions sent to associate 7/13/00 to file new application. Awaiting filing particulars.

CONVERTING CLICKS TO CUSTOMERS	Japan	Pending	2000-79,026	07/14/2000				
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Goods/Services Electronic machines, instruments and their parts, fittings in Class 9; Computer programming services; computer software development services; consulting services in the fields of collecting, marketing, analyzing, tracking, managing, and reporting on traffic and data on computer networks; consulting services in the fields of website design and architecture; consulting services in the field of electronic commerce in Class 42.

Comments Certified copy of U.S. application serial 84162000 by Dkt. to Japanese associate.

CONVERTING CLICKS TO CUSTOMERS	Mexico	United						
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Comments Note to the dated 9/30/00 indicating we included associate not to the until we heard from client.

CONVERTING CLICKS TO CUSTOMERS	Mexico	United						
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JPN 09 01 18:18 FR FINNEGAN HENDERSON 202 408 4400 TO 15105924504 P. 18

Mark	Country	Status	App. No.	App. Date	Reg. No.	Reg. Date	Next Due Date	Comments on Next Due Date
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Goals/Services

Comments Note to file dated 8/20/00 indicating we instructed associate not to file until we heard from client.

CONVERTING CLICKS TO CUSTOMERS

0025 01223

Goals/Services

Comments Note to file dated 9/30/00 indicating we instructed associate not to file until we heard from client.

CONVERTING CLICKS TO CUSTOMERS

0025 01258

Goals/Services Computer programming services; computer software development services; consulting services in the fields of collecting, monitoring, analyzing, tracking, managing, and reporting on traffic and data on computer networks; consulting services in the fields of website design and architecture; consulting services in the field of electronic commerce in Class 42.

Comments Awaiting filing particulars. Certified copy sent to associate on 8/21/2000 via DHL.

CONVERTING CLICKS TO CUSTOMERS

0025 00256

Goals/Services Computer hardware and software, including computer software and hardware for use in collecting, monitoring, analyzing, tracking, managing, and reporting on traffic and data on computer networks in Class 9.

Comments Awaiting filing particulars. Certified copy sent to associate on 8/21/2000 via DHL.

CONVERTING CLICKS TO CUSTOMERS

0006 00280

Goals/Services

Comments Per A. Mankin, follow up with client 1/20/01 to determine if they want to file the application.

CONVERTING CLICKS TO CUSTOMERS

0006 00280

Pending

79088,791

01/14/2000

06/12/2001

Statement of Use or Extension Request

792 09 '01 18:18 FR PINNEGAN HENDERSON 202 408 400 TO 15105804504 T 13

Mark Country Status App. No. App. Date Reg. No. Reg. Date Next Due Date Comments on Next Due Date

0025 00286

GoGoServers Computer software and hardware for use in collecting, monitoring, analyzing, tracking, and managing traffic on computer networks in Class 42. Computer software development services, and consulting services in the fields of collecting, monitoring, analyzing, tracking, and managing traffic on computer networks in Class 42.

Comments Request for corrected filing receipt filed 5/9/03. Second request for corrected filing receipt filed 5/24/00. Published for opposition on September 19, 2000. Notice of Allowance dated 12/12/00.

DATALINK

United States
0029 00216
Abandoned 75/447,873 03/10/1998

GoGoServices Computer programs for generating marketing reports based on web site and Internet computer network use, namely, computer programs for correlating web traffic data with other data sources to generate reports showing visitors' email addresses, real names, company name and phone number in Class 9.

Comments Per client's instructions 5/24/00, application abandoned.

DECISION SERIES

Argentina
0043 00408

Unfiled

GoGoServices

Comments Email to associate 4/10/40 requesting filing particulars. Application was not filed and associate is awaiting our instructions.

DECISION SERIES

Australia
0043 00110

Pending

854,782 09/27/2000

GoGoServices

Comments

DECISION SERIES

Brazil
0043 00123

Unfiled

GoGoServices

Comments 9/27/00 letter from associate stating that there is another registered mark. Only may initiate registration at the BPTO.

DECISION SERIES

Canada
0043 00131

Pending

1,078,455 09/27/2000

GoGoServices

Comments

Tuesday, January 09, 2001

Mark	Country	Status	App. No.	App. Date	Reg. No.	Reg. Date	Next Due Date	Comments on Next Due Date
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DECISION SERIES

European Community	Pending	1,015,304	09/27/2000					
0043 00337								

Goods/Services

Comments

DECISION SERIES

Japan	Pending	2000-167159	10/27/2000					
0043 00195								

Goods/Services Electronic machines, instruments and their parts; filings in Class 9

Comments

DECISION SERIES

Mexico	Unfiled							
0043 00223								

Goods/Services

Comments

Note to the dated 9/20/00 indicating we instructed associate not to file until we heard from client.

DECISION SERIES

Singapore	Pending	T00/17012A	09/27/2000					
0043 00256								

Goods/Services

Comments

DECISION SERIES

United States	Abandoned	75/122,275	06/18/1998	2,089,807	06/16/1997			
0043 00286								

Goods/Services Computer hardware; computer software for relational database management and instructional manuals sold therewith in Class 9.

Comments

Per client's instructions 01/01/00, registration allowed to lapse. Appointment of New Attorney needs to be filed with PTO.

DECISION SERIES

United States	Abandoned	74/586,933	11/09/1984					
00266								

Goods/Services Computer hardware and software for use in relational database management and instruction manuals sold therewith in Class 9.

Comments

No file received from prior counsel.

Mark	Country	Status	App. No.	App. Date	Reg. No.	Reg. Date	Next Due Date	Comments on Next Due Date
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ONS X-PRESS	United States	Abandoned	75504 213	08/17/1998				
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Goods/Services Query programs for use in marketing and web site analysis, namely, computer programs for performing domain name look-ups in Class 9.

Comments Notice of Allowance dated 1/20/99. First extension of time for the Statement of Use filed 1/28/00. Approved 4/1/00. Per client's instructions dated 8/23/00, application abandoned.

GAUGE TECHNOLOGIES	Tunisia	Registered	961,879	09/05/1996	EE961079	09/05/1996	09/05/2011	Renewal due.
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Goods/Services All goods and services in Classes 9 & 42.

Comments

GAUGE TECHNOLOGIES	United States	Registered	75975,688	03/22/1996	2,049,647	09/23/1997	09/23/2009	Renewal due.
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Goods/Services Computer software for use in collecting, monitoring, analyzing, tracking and managing traffic at sites on computer networks in Class 9.

Comments

HIT LIST	Argentina	Pending	2,308,988	08/27/2000				
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Goods/Services All goods in Class 1.

Comments Published in the Trademark Bulletin on 11/29/00.

HIT LIST	Australia	Pending	807,681	09/17/1999			09/26/2001	Acceptance due (application must be in condition for advances)
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0483 09/10

Goods/Services Computer programs for use in marketing analysis, computer programs for marketing, analyzing, and summarizing information about network and web site use; computer programs for report generation, distribution, and database management in Class 9.

Comments Response pending. Acceptance due 8/28/2001. Office Action not responded to client yet due to stop work order.

HIT LIST	Brazil	Pending	823,672/6	09/27/2000				
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JRN 09 '01 18:19 FR FINNEN HENDERSON 202 408 4400 TO 15185804504

JAN 09 18:20 FR FINNEGAN HENDERSON 202 408 4400 10 15105044504

Mark	Country	Status	App. No.	App. Date	Reg. No.	Reg. Date	Next Due Date	Comments on Next Due Date
<i>Goods/Services</i>								
	0003	00123						
<i>Comments</i> Published in Official Gazette on 1/12/00 for opposition.								
<i>Goods/Services</i>								
HIT LIST	Brazil	Pending	823181276					
	0043	00123						
<i>Comments/Services</i>								
<i>Comments</i>								
HIT LIST	Canada	Pending	4,024,023	07/28/1999				
	0003	00131						
<i>Goods/Services</i> Computer programs for use in marketing analysis, computer programs for monitoring, analyzing, and summarizing information about network and web site use; computer programs for report generation, distribution, and database management in Class 9.								
<i>Comments</i> Associate is awaiting a copy of the Assignment document from Markkivare to Accur. Notice of Approval dated 09/24/00. Application published in Trademarks Journal on 1/10/00.								
<i>Goods/Services</i>								
HIT LIST	European Community	Pending	1,259,394	07/29/1999			03/03/2001	File evidence of use.
	0033	00137						
<i>Goods/Services</i> Computer programs for use in marketing analysis, computer programs for monitoring, analyzing, and summarizing information about network and web site use; computer programs for report generation, distribution, and database management in Class 9.								
<i>Comments</i> Response due 12/03/2000. Associate requests instructions by 1/13/2000. Associate advised in 1/13/00 letter that he will file a response and request an extension of time unless he receives instructions by 1/24/00. 1/28/00 letter from associate that they find a response and requested an extension of time to file evidence of use until 3/24/01.								
<i>Goods/Services</i>								
HIT LIST	Japan	Pending	2000-107360	10/02/2000				
	0033	00195						
<i>Goods/Services</i> Electronic machines, instruments, and their parts; fittings in Class 9								
<i>Comments</i>								
HIT LIST	Singapore	Pending	70017011c	09/27/2000				
	0033	00256						
<i>Goods/Services</i>								

Mark Country Status App. No. App. Date Reg. No. Reg. Date Next Due Comments on Next Due Date

Comments

HIT LIST

United States

Registered

75/447,874

02/10/1994

2,283,258

06/15/1999

06/15/2005

Declaration of Use due.

0033 40286

Comments

Computer programs for web marketing analysis; computer programs for monitoring, analyzing and summarizing information about network and web site use; computer programs for report generation, distribution and database management in Class 9.

Comments

MARIETWAVE

United States

Registered

75/447,875

03/10/1996

2,260,738

07/13/1999

07/13/2005

Declaration of Use due.

0032 00285

Comments

Computer programs for use in conducting marketing studies; computer programs for monitoring, analyzing and summarizing information about network and web site use; computer programs for report generation, report distribution, and database management in Class 9.

Comments

MASPAR (S/Nized)

United States

Abandoned

75/897,331

11/09/1999

1,610,484

08/21/1990

Comments

Computer software programs and program manuals, all sold as a unit for application software development, compilers and language assembly in Class 9.

Comments

Per client's instructions dated 5/23/00, do not renew registration. Per email from client dated 6/22/00, keep registration pending. Per email from client 8/1/00, registration allowed to lapse. Appointment of New Attorney needs to be filed with PTO.

MASPAR (S/Nized)

United States

Abandoned

74/061,317

11/16/1999

1,543,403

05/07/1991

Comments

Computer hardware and user manuals sold as a unit in Class 9.

Comments

Per client's instructions 8/1/00, registration allowed to lapse. Appointment of New Attorney needs to be filed with PTO.

NETWISTA

United States

Registered

75/065,698

04/24/1995

2,143,305

03/10/1998

03/10/2004

Declaration of Use due.

Comments

Computer software, namely, technical support and data mining software in Class 9.

Comments

Appointment of New Attorney needs to be filed with PTO.

JAN 09 '01 18:20 FR FINN EGGAN HENDERSON 202 408 4488 TO 15185804504

Mark	Country	Status	App. No.	App. Date	Reg. No.	Reg. Date	Next Due Date	Comments on Next Due Date
NEOMISTA and Design	United States	Abandoned	75574582	10/22/1998				
	4042 08/28							
Goods/Services	Computer software, namely, decision support and data mining software in Class 9.							
Comments	Notice of Allowance dated 3/21/00. Per client's instructions 5/23/00, application abandoned. Appointment of New Attorney needs to be filed with PTO.							
NVNEOMISTA (Syzasl)	United States	Registered	75160157	05/07/1996	2,214,441	12/15/1998	12/15/2004	Declaration of Use due.
	0046 00286							
Goods/Services	Computer software, namely, decision support and data mining software in Class 9							
Comments	Appointment of New Attorney needs to be filed with PTO.							
QUICKLIST	United States	Abandoned	75447887	03/10/1988				
	4001 00285							
Goods/Services	Computer programs for use in database management and analysis, namely, programs allowing users to store and analyze data summarizing traffic to web sites in Class 9.							
Comments	Per instructions from client, application abandoned.							
SMARTCRM	United States	To be abandoned	75731835	05/18/1999				
	0039 00285							
Goods/Services	Computer software, namely, database management software for decision support, data mining and customer relationship management for use in retail sales, marketing and financial services industries in Class 9.							
Comments	Response to Office Action filed 6/30/00. Appointment of New Attorney needs to be filed with PTO. Notice of Publication - to be published 01/09/01. Per client's instructions 7/27/00, application abandoned.							

** TOTAL PAGE.25 **

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