

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
ONFORCE, INC.	07/11/2008

RECEIVING PARTY DATA

Name:	TRIPLEPOINT CAPITAL LLC
Street Address:	2755 SAND HILL ROAD
City:	MENLO PARK
State/Country:	CALIFORNIA
Postal Code:	94025

PROPERTY NUMBERS Total: 9

Property Type	Number
Application Number:	10755727
Application Number:	10755569
Application Number:	60465977
Application Number:	10692194
Application Number:	12078656
Application Number:	11968302
Application Number:	61040505
Application Number:	11979244
Application Number:	11979243

CORRESPONDENCE DATA

Fax Number: (415)591-1400

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: (415) 591-1000

Email: tsien@winston.com

Correspondent Name: Ted Sien

Address Line 1: 101 California Street, Suite 3900

PATENT

REEL: 021522 FRAME: 0174

500645790

CH \$360.00 10755727

Address Line 2: Winston & Strawn LLP  
Address Line 4: San Francisco, CALIFORNIA 94111

ATTORNEY DOCKET NUMBER: 250121.1

NAME OF SUBMITTER: John D. Fredericks, Esq.

**Total Attachments: 13**

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## PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT

This is a Plain English Intellectual Property Security Agreement dated July 11, 2008 by and between TriplePoint Capital LLC, a Delaware company and ONFORCE, INC. a Delaware corporation.

The words "We", "Us", or "Our", refer to the grantee, which is TriplePoint Capital LLC. The words "You" or "Your" refers to the grantor, which is ONFORCE, INC. and not any individual. The words "the Parties" refers to both TriplePoint Capital LLC and ONFORCE, INC.

The Parties have entered into a Plain English Growth Capital Loan and Security Agreement dated July 11, 2008 (together with amendments, supplements, extensions and exhibits, collectively the "Loan Agreement"). Pursuant to the Loan Agreement, You have granted to Us a lien on and a security interest in all the present and future rights, title, and interest that You may now have or hereafter acquire in all Patents, Trademarks, Copyrights, and applications for Patents, Trademarks and Copyrights.

In consideration for the mutual covenants and agreements contained in the Loan Agreement and this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

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### 1. GRANT OF SECURITY INTEREST OF PATENTS

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You grant to Us a lien upon and continuing security interest in all of Your right, title, and interest in, to and under all of the following (all of the following items of property collectively will be referred to as the "Intellectual Property Collateral"), whether now existing or hereafter arising or acquired:

- ⇒ all Patents, Patent Licenses, and Patent applications, including specifically those listed on the attached **Schedule A**, together with any reissues, divisions, continuations, renewals, extensions and continuations thereof;
- ⇒ all Trademarks, Trademark Licenses, and trademark applications, including specifically those listed on the attached **Schedule B** together with any renewals thereof;
- ⇒ all Copyrights, Copyright Licenses, and applications for Copyrights, including specifically those listed on the attached **Schedule C**;
- ⇒ the right to sue for past, present and future infringements of the foregoing and all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof; and
- ⇒ all Proceeds.

You represent and warrant to Us that Schedules A, B, and C attached hereto set forth any and all intellectual property rights in connection to which You have registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

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### 2. LOAN AGREEMENT

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This security interest is granted to secure the Secured Obligations, under the Loan Agreement. All the capitalized terms used but not otherwise defined are used in this Agreement with the same meaning as defined in the Loan Agreement.

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**3. OUR RIGHT TO SUE**

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From and after an Event of Default, subject to the terms of the Loan Agreement, We shall have the right, but shall in no way be obligated, to bring suit in Our own name to enforce Your rights in the Intellectual Property Collateral. If We commence any such suit, You shall, at the Our request, do all lawful acts and execute and deliver all proper documents or information that may be necessary or desirable to aid Us in such enforcement. You shall promptly, upon demand, reimburse and indemnify Us for all of Our costs and expenses, including reasonable attorney's fees, related to Our exercise of the above mentioned rights.

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**4. FURTHER ASSURANCES**

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You will from time to time execute, deliver and file, alone or with Us, any security agreements, or other documents to perfect and give priority to Our lien on the Intellectual Property Collateral. You will from time to time obtain any instruments or documents as We may reasonably request, and take all further action that may be reasonably necessary or desirable, or that We may reasonably request, to carry out more effectively the provisions and purposes of this Agreement or any other related agreements or to confirm, perfect, preserve and protect the liens granted to Us.

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**5. MODIFICATION**

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This Agreement can only be altered, amended or modified in a writing signed by the Parties. Notwithstanding the foregoing however, You hereby irrevocably appoint Us (and any of Our designated officers, agents or employees) as Your true and lawful attorney to amend Schedules A, B, and C to this Agreement, as appropriate, to include reference to any right, title or interest in any Intellectual Property Collateral acquired by You before or after the execution hereof or to delete any reference to any right, title or interest in any Intellectual Property Collateral in which You no longer have or claim to have any right, title or interest. The appointment of Us as Your attorney in fact, and each and every one of Our rights and powers, being coupled with an interest, is irrevocable until all of the Secured Obligations have been fully repaid (other than contingent obligations for which no claim has been made) and performed and Our obligation to provide credit extensions to You is terminated.

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**6. BINDING EFFECT; REMEDIES NOT EXCLUSIVE**

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This Agreement shall be binding upon You and Your respective successors and assigns, and shall inure to the benefit of Us, and Our nominees and assigns.

Our rights and remedies with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Us as a matter of law or equity. Each of Our rights, powers and remedies provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Us of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Us, of any or all other rights, powers or remedies.

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**7. GOVERNING LAW; COUNTERPARTS**

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This Agreement shall be deemed made and accepted in and shall be governed by and construed in accordance with the laws of the State of California, and (where applicable) the laws of the United States of America.

This 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.

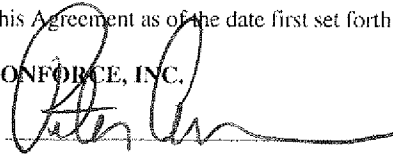
*(Signature Page to Follow)*

IN WITNESS WHEREOF, You have duly executed this Agreement as of the date first set forth above.

You:

ONFORCE, INC.

Signature:

A handwritten signature in black ink, appearing to read "Peter Cannone", written over a horizontal line.

Print Name:

Peter Cannone

Title:

President and Chief Executive Officer

[SIGNATURE PAGE TO PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT]

**SCHEDULE A**

**To Plain English Intellectual Property Security Agreement  
Between OnForce, Inc., as You (Grantor)  
and TriplePoint Capital LLC, as Us (Grantee)**

**PATENTS AND PATENT APPLICATIONS**

**PATENTS**

Patent Name	Status and Date Issued	Patent Number
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**PATENT APPLICATIONS**

Name	Status & Date Filed	Application Number
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**SCHEDULE B**

**To Plain English Intellectual Property Security Agreement  
Between OnForce, Inc., as You (Grantor)  
and TriplePoint Capital LLC, as Us (Grantee)**

**TRADEMARKS AND TRADEMARK APPLICATIONS**

**TRADEMARKS**

Name	Date Filed or Issued	Serial Number	Status
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**TRADEMARK APPLICATIONS**

Name	Date Filed	Serial Number	Status
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**SCHEDULE C**  
**TO INTELLECTUAL PROPERTY SECURITY AGREEMENT**  
**Between OnForce, Inc., as You (Grantor)**  
**And TriplePoint Capital LLC, as Us (Grantee)**

**COPYRIGHT REGISTRATIONS**

Registration Number	Title	Registration Date	V&A No.
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**APPLICATIONS FOR COPYRIGHT REGISTRATIONS**

Title	Date Filed	V&A No.
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Client-Matter	Country	Status	Title	Application Number/Date	Patent Number/Date
123579.0102	USA	Filed	SYSTEM AND METHOD FOR MANAGING ACCOUNTS PAYABLE AND ACCOUNTS RECEIVABLE	10/755727 1/12/2004	
123579.0103	Canada	Filed	SYSTEM AND METHOD FOR MANAGING ACCOUNTS PAYABLE AND ACCOUNTS RECEIVABLE	2528181 4/27/2004	
123579.0104	EPC	Filed	SYSTEM AND METHOD FOR MANAGING ACCOUNTS PAYABLE AND ACCOUNTS RECEIVABLE	04760420.2 4/27/2004	
123579.0105	USA	Filed	SYSTEM AND METHOD FOR MANAGING REQUEST FOR SERVICES	10/755569 1/12/2004	
123579.0106	Australia	Filed	SYSTEM AND METHOD FOR MANAGING REQUESTS FOR SERVICES	2004235031 4/27/2004	
123579.0107	Canada	Filed	SYSTEM AND METHOD FOR MANAGING REQUEST FOR SERVICES	2535399 4/27/2004	
123579.0108	EPC	Filed	SYSTEM AND METHOD FOR MANAGING REQUEST FOR SERVICES	04750707.4 4/27/2004	
123579.0114	Australia	Filed	SYSTEM AND METHOD FOR MANAGING ACCOUNTS PAYABLE AND ACCOUNTS RECEIVABLE	2004235043 4/27/2004	
123579.0115	PCT	Inactive	SYSTEM AND METHOD FOR MANAGING ACCOUNTS PAYABLE AND ACCOUNTS RECEIVABLE	PCT/US04/013033 4/27/2004	
123579.0116	PCT	Inactive	SYSTEM AND METHOD FOR MANAGING REQUEST FOR SERVICES	PCT/US04/012909 4/27/2004	
123579.0117	USA	Inactive	SYSTEM AND METHOD FOR MANAGING REQUEST FOR SERVICES	60/465977 4/28/2003	
123579.0118	USA	Inactive	SYSTEM AND METHOD FOR MANAGING SERVICE REQUESTS, INCLUDING COMPUTER-RELATED SERVICE		
123579.0119	USA	Inactive	SYSTEM AND METHOD FOR MANAGING SERVICE REQUESTS, INCLUDING COMPUTER-RELATED SERVICE	10/692194 10/23/2003	
123579.0121	USA	Inactive	COMPUTER REPAIR SYSTEMS, LLC. v GURUS2GO.COM AND JOHN D. BRYANT		
123579.0122	Hong Kong	Filed	SYSTEM AND METHOD FOR MANAGING ACCOUNTS PAYABLE AND ACCOUNTS RECEIVABLE	06109267.1 8/22/2006	
123579.0123	Hong Kong	Filed	SYSTEM AND METHOD FOR MANAGING REQUEST FOR SERVICES	06109268.0 4/27/2004	
123579.0124	USA	Filed	SYSTEM FOR WORK ORDER REFINEMENT PRIOR TO ACCEPTANCE AND METHODS THEREOF	12/078656 4/2/2008	
123579.0125	USA	Filed	SERVICE REQUEST SYSTEM WITH NATURAL SERVICE PROVIDER PROFILING AND METHODS THEREOF	11/968302 1/2/2008	
123579.0126	USA	Inactive	USER BLOCKING IN A SERVICE REQUEST SYSTEM AND METHODS THEREOF		
123579.0127	USA	Inactive	RECOGNITION LEVELS FOR SERVICE PROVIDERS IN A SERVICE REQUEST SYSTEM AND METHODS THEREOF	61/040505 3/28/2008	

Client-Matter	Country	Status	Title	Application Number/Date	Patent Number/Date
123579.0128	USA	Filed	SYSTEM AND METHOD FOR MANAGING ACCOUNTS PAYABLE AND ACCOUNTS RECEIVABLE	11/979244 10/31/2007	
123579.0129	USA	Filed	SYSTEM AND METHOD FOR MANAGING REQUEST FOR SERVICES	11/979243 10/31/2007	
123579.0131	USA	Inactive	RECOGNITION LEVELS FOR SERVICE PROVIDERS IN A SERVICE REQUEST SYSTEM AND METHODS THEREOF		

**23 case(s)**

**On Force, Inc. Trademark Applications Report**

7/8/2008

**Docket Number:** 123579.0109  
**Owner:** OnForce, Inc.  
**Appln. Number:** 76/521785  
**Filing Date:** 10-Jun-2003  
**Next Action Due:** 6/28/2010 8&15 Reminder

**Country:** USA  
**Current Status:** REGISTERED  
**Reg. Number:** 2963620  
**Reg. Date:** 28-Jun-2005  
**Next Renewal:** 28-Jun-2015

**Mark:** **COMPUTER REPAIR.COM**

Action Description	Due Date	Completed Date	Deadline
8&15 Reminder	6/28/2010		6/28/2011
Sec. 8&15 Aff. Due	6/28/2011		
Section 8&15 Affidavit - Final Deadl	12/28/2011		
Sect. 8 & 9 affidavit/renewal remin	6/28/2014		6/28/2015
Sect. 8&9 affidavit/renewal	6/28/2015		
Trademark Renewal	6/28/2015		12/28/2015
Trademark Renewal Deadline	12/28/2015		12/28/2015

**Docket Number:** 123579.0111  
**Owner:** OnForce, Inc.  
**Appln. Number:** 76/521786  
**Filing Date:** 10-Jun-2003  
**Next Action Due:** 1/4/2010 8&15 Reminder

**Country:** USA  
**Current Status:** REGISTERED  
**Reg. Number:** 2916785  
**Reg. Date:** 04-Jan-2005  
**Next Renewal:** 04-Jan-2015

**Mark:** **ON-LINE OFFICE CENTER**

Action Description	Due Date	Completed Date	Deadline
8&15 Reminder	1/4/2010		1/4/2011
Sec. 8&15 Aff. Due	1/4/2011		
Section 8&15 Affidavit - Final Deadl	7/4/2011		
Sect. 8 & 9 affidavit/renewal remin	1/4/2014		1/4/2015
Sect. 8&9 affidavit/renewal	1/4/2015		
Trademark Renewal	1/4/2015		7/4/2015
Trademark Renewal Deadline	7/4/2015		7/4/2015

**Docket Number:** 123579.0120  
**Owner:** OnForce, Inc.  
**Appln. Number:** TX6-083-108  
**Filing Date:** 17-Dec-2004  
**Next Action Due:** 12/17/2123 RENEWAL REMINDER

**Country:** USA  
**Current Status:** REGISTERED  
**Reg. Number:** TX6-083-108  
**Reg. Date:** 17-Dec-2004  
**Next Renewal:** 17-Dec-2124

**Mark:** **COMPUTERREPAIR.COM MANAGE THE**

**On Force, Inc. Trademark Applications Report**

7/8/2008

Action Description	Due Date	Completed Date	Deadline
RENEWAL REMINDER	12/17/2123		12/17/2124
Renewal Due	12/17/2124		
Trademark Renewal	12/17/2124		

<b>Docket Number:</b>	123579.101.1	<b>Country:</b>	USA
<b>Owner:</b>	OnForce, Inc.	<b>Current Status:</b>	REGISTERED
<b>Appln. Number:</b>	76/521785	<b>Reg. Number:</b>	2,963,620
<b>Filing Date:</b>	10-Jun-2003	<b>Reg. Date:</b>	28-Jun-2005
<b>Next Action Due:</b>	6/28/2010 8&15 Reminder	<b>Next Renewal:</b>	28-Jun-2015

**Mark: COMPUTER REPAIR.COM & DESIGN**

Action Description	Due Date	Completed Date	Deadline
8&15 Reminder	6/28/2010		
Sec. 8&15 Aff. Due	6/28/2011		
Section 8&15 Affidavit - Final Deadl	12/28/2011		
Sect. 8 & 9 affidavit/renewal remin	6/28/2014		
Sect. 8&9 affidavit/renewal	6/28/2015		
Trademark Renewal	6/28/2015		12/28/2015
Trademark Renewal Deadline	12/28/2015		12/28/2015

<b>Docket Number:</b>	123579.101.10	<b>Country:</b>	USA
<b>Owner:</b>	OnForce, Inc.	<b>Current Status:</b>	REGISTERED
<b>Appln. Number:</b>	77/975111	<b>Reg. Number:</b>	3,462,231
<b>Filing Date:</b>	21-Nov-2006	<b>Reg. Date:</b>	08-Jul-2008
<b>Next Action Due:</b>	7/8/2013 8&15 Reminder	<b>Next Renewal:</b>	08-Jul-2018

**Mark: ON & DESIGN**

Action Description	Due Date	Completed Date	Deadline
8&15 Reminder	7/8/2013		
Sec. 8&15 Aff. Due	7/8/2014		
Section 8&15 Affidavit - Final Deadl	1/8/2015		
Sect. 8 & 9 affidavit/renewal remin	7/8/2017		
Sect. 8&9 affidavit/renewal	7/8/2018		
Trademark Renewal	7/8/2018		1/8/2019
Trademark Renewal Deadline	1/8/2019		1/8/2019

**On Force, Inc. Trademark Applications Report**

7/8/2008

**Docket Number:** 123579.101.11**Owner:** OnForce, Inc.**Appln. Number:** A0011846**Filing Date:** 26-Mar-2008**Next Action Due:****Country:** International**Current Status:** REGISTERED**Reg. Number:** 962,781**Reg. Date:** 26-Mar-2008**Next Renewal:** 26-Mar-2018**Mark:** **ONFORCE & DESIGN (CTM)**

Action Description	Due Date	Completed Date	Deadline
Trademark Renewal	3/26/2018		9/26/2018
Trademark Renewal Deadline	9/26/2018		9/26/2018

**Docket Number:** 123579.101.2**Owner:** OnForce, Inc.**Appln. Number:** 78/748475**Filing Date:** 07-Nov-2005**Next Action Due:** 12/25/2012 8&15 Reminder**Country:** USA**Current Status:** REGISTERED**Reg. Number:** 3,360,597**Reg. Date:** 25-Dec-2007**Next Renewal:** 25-Dec-2017**Mark:** **ONFORCE**

Action Description	Due Date	Completed Date	Deadline
8&15 Reminder	12/25/2012		
Sec. 8&15 Aff. Due	12/25/2013		
Section 8&15 Affidavit - Final Deadl	6/25/2014		
Sect. 8 & 9 affidavit/renewal remin	12/25/2016		
Sect. 8&9 affidavit/renewal	12/25/2017		
Trademark Renewal	12/25/2017		6/25/2018
Trademark Renewal Deadline	6/25/2018		6/25/2018

**Docket Number:** 123579.101.3**Owner:** OnForce, Inc.**Appln. Number:** 78/748347**Filing Date:** 07-Nov-2005**Next Action Due:** 12/25/2012 8&15 Reminder**Country:** USA**Current Status:** REGISTERED**Reg. Number:** 3,360,596**Reg. Date:** 25-Dec-2007**Next Renewal:** 25-Dec-2017**Mark:** **ONFORCE**

Action Description	Due Date	Completed Date	Deadline
8&15 Reminder	12/25/2012		
Sec. 8&15 Aff. Due	12/25/2013		
Section 8&15 Affidavit - Final Deadl	6/25/2014		
Sect. 8 & 9 affidavit/renewal remin	12/25/2016		

# On Force, Inc. Trademark Applications Report

7/8/2008

Trademark Renewal	12/25/2017	6/25/2018
Trademark Renewal Deadline	6/25/2018	6/25/2018

<b>Docket Number:</b>	123579.101.4	<b>Country:</b>	USA
<b>Owner:</b>	OnForce, Inc.	<b>Current Status:</b>	REGISTERED
<b>Appln. Number:</b>	76/521786	<b>Reg. Number:</b>	2,916,785
<b>Filing Date:</b>	10-Jun-2003	<b>Reg. Date:</b>	04-Jan-2005
<b>Next Action Due:</b>	1/4/2010 8&15 Reminder	<b>Next Renewal:</b>	04-Jan-2015
<b>Mark:</b>	ON-LINE OFFICE CENTER		

Action Description	Due Date	Completed Date	Deadline
8&15 Reminder	1/4/2010		
Sec. 8&15 Aff. Due	1/4/2011		
Section 8&15 Affidavit - Final Deadl	7/4/2011		
Sect. 8 & 9 affidavit/renewal remin	1/4/2014		
Sect. 8&9 affidavit/renewal	1/4/2015		
Trademark Renewal	1/4/2015		7/4/2015
Trademark Renewal Deadline	7/4/2015		7/4/2015

<b>Docket Number:</b>	123579.101.6	<b>Country:</b>	USA
<b>Owner:</b>	OnForce, Inc.	<b>Current Status:</b>	REGISTERED
<b>Appln. Number:</b>	77/048975	<b>Reg. Number:</b>	3,407,882
<b>Filing Date:</b>	21-Nov-2006	<b>Reg. Date:</b>	08-Apr-2008
<b>Next Action Due:</b>	4/8/2013 8&15 Reminder	<b>Next Renewal:</b>	08-Apr-2018
<b>Mark:</b>	ONFORCE & DESIGN		

Action Description	Due Date	Completed Date	Deadline
8&15 Reminder	4/8/2013		
Sec. 8&15 Aff. Due	4/8/2014		
Section 8&15 Affidavit - Final Deadl	10/8/2014		
Sect. 8 & 9 affidavit/renewal remin	4/8/2017		
Sect. 8&9 affidavit/renewal	4/8/2018		
Trademark Renewal	4/8/2018		10/8/2018
Trademark Renewal Deadline	10/8/2018		10/8/2018

**On Force, Inc. Trademark Applications Report**

7/8/2008

**Docket Number:** 123579.101.7  
**Owner:** OnForce, Inc.  
**Appln. Number:** 77/048972  
**Filing Date:** 21-Nov-2006  
**Next Action Due:** 8/27/2008 Second Office Action Response  
**Country:** USA  
**Current Status:** FILED  
**Reg. Number:**  
**Reg. Date:**  
**Next Renewal:**  
**Mark:** **ON & DESIGN**

Action Description	Due Date	Completed Date	Deadline
Trademark Renewal			
Second Office Action Response Du	8/27/2008		

**Docket Number:** 123579.101.8  
**Owner:** OnForce, Inc.  
**Appln. Number:** 77/048983  
**Filing Date:** 21-Nov-2006  
**Next Action Due:** 4/8/2013 8&15 Reminder  
**Country:** USA  
**Current Status:** REGISTERED  
**Reg. Number:** 3,407,883  
**Reg. Date:** 08-Apr-2008  
**Next Renewal:** 08-Apr-2018

**Mark:** **THE POWER OF ON**

Action Description	Due Date	Completed Date	Deadline
8&15 Reminder	4/8/2013		
Sec. 8&15 Aff. Due	4/8/2014		
Section 8&15 Affidavit - Final Deadl	10/8/2014		
Sect. 8 & 9 affidavit/renewal remin	4/8/2017		
Sect. 8&9 affidavit/renewal	4/8/2018		
Trademark Renewal	4/8/2018		10/8/2018
Trademark Renewal Deadline	10/8/2018		10/8/2018

**Docket Number:** 123579.101.9  
**Owner:** OnForce, Inc.  
**Appln. Number:** 1356991  
**Filing Date:** 24-Jul-2007  
**Next Action Due:**  
**Country:** Canada  
**Current Status:** FILED  
**Reg. Number:**  
**Reg. Date:**  
**Next Renewal:**

**Mark:** **ONFORCE**

Action Description	Due Date	Completed Date	Deadline
Trademark Renewal			

**PATENT****RECORDED: 09/12/2008****REEL: 021522 FRAME: 0188**