	—— 04-26	2002
Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2 Tab settings ⇔⇔⇔ ▼	Will Man have some	U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office 1069529 Please record the attached original documents or copy thereof
To the Honorable Commis	sioner of Pat	Please record the attached original documents or copy thereof.
Additional name(s) of conveying 3. Nature of conveyance: Assignment Security Agreement	N.A. Association Limited Partnership nking Association party(ies) attached? Yes No Merger Change of Name Agreement	2. Name and address of receiving party(ies) Name:Holden_LLC Internal Address:
4. Application number(s) or reg	gistration number(s):	Additional maniety) is address (es) attached : Tes 140
A. Trademark Application No.	Additional number(s) at	B. Trademark Registration No.(s) See attached Schedule A tached Yes No 6. Total number of applications and
concerning document should t	e mailed:	registrations involved: 10
Name: Eric McAlpin Internal Address: Jenner		7. Total fee (37 CFR 3.41)\$ 265.00
		Authorized to be charged to deposit account
Street Address: One IB	M Plaza	8. Deposit account number: 10-0460
City: <u>Chicago</u> State	: <u> L</u> Zip: <u>60611</u>	(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 copy of the original document. Eric McAlpine Name of Person Signing	En Pr	mation is true and correct and any attached copy is a true Way ignature Date
/		er sheet, attachments, and document:
04/26/2002 LMUELLER 00000028 100460 750 01 FC:481 40.00 CH 02 FC:482 225.00 CH	Mail documents to be recorded with 96003 Commissioner of Patent & T Washington,	

SCHEDULE A TO RECORDATION FORM COVER SHEET

Friday, March 08, 2002	ပ	Country List	St					Ē	r age.
Country: US United States of America	tes of Amo	erica							
Trademark	Client	Status	Case Number	Application Number	ion Filing Date	Registration Number	Registration Date	Renewal Date Attorney	rney
ANYTIME/ANYWHERE COACHING	НОГР	Registered	3461510220	X 75/098803	:	06-May-19962201775	03-Nov-1998	03-Nov-1998 03-Nov-2008 MSW	S.
Owner: Holden Corporation ARCHITECTURAL	HOLD	Registered	Classes: Int. Cl. 9 3461510025A	1.9 74/117557		23-Nov-19901666205	26-Nov-1991	26-Nov-1991 26-Nov-2011 MSW	× ×
ASSESSMENT Owner: Holden Corporation			Classes: 42					NAB	B
Fox Head Design Owner: Holden Corporation	НОГР	Registered	3461510050B Classes: 41	74/100843		27-Sep-1990 1674579	04-Feb-1992	MS	MSW
FOXGUIDE Owner: Holden Corporation	НОГР	Registered	3461510041 Classes: 35	73/727478		09-May-19881551217	08-Aug-1989	08-Aug-1989 08-Aug-2009 MSW	%
FOXGUIDE Owner: Holden Corporation	НОГР	Registered	3461510041B Classes: 16, 35, 4	74/657554 3, 41		28-Mar-1995 1996609	27-Aug-1996	27-Aug-1996 27-Aug-2006 MSW	<u>≩</u>
PERSONAL CURRENCY TABULATOR	HOLD	Registered	3461510130	74/301213		03-Aug-19921834601	03-May-1994	03-May-1994 03-May-2004 MSW	× ×
Owner: Holden Corporation POWER BASE	НОГР	Registered	Classes: 38 3461510149A X 74/11 Classes: Int Cl 16 & 41	X 74/116200		19-Nov-19901734724	24-Nov-1992	24-Nov-1992 24-Nov-2002 MSW	<u>≽</u>
SMARTSEL Owner: Holden Corporation	НОГР	Registered	3461510165A1 Classes: Int. Cl. 9	75/090686		18-Apr-19962141416	03-Mar-1998	03-Mar-1998 03-Mar-2008 MSW	≩
VALU-DRIVER Owner: Holden Corporation	НОГР	Registered	3461510203A Classes: 16, 35	74/288592		23-Jun-1992 1830744	12-Apr-1994	12-Apr-1994 12-Apr-2004 MSW	≱
ValuBase Marketing Alignment (Stylized)		HOLD Registered	3461510181	X 75/188432		28-Oct-1996 2254007	15-Jun-1999	15-Jun-1999 15-Jun-2009 MSW	≩

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (this "Agreement") is entered into on January 25, 2001, among BANK OF AMERICA, N.A., as Agent for itself and certain other lenders (collectively, "Lenders") under the Credit Agreement described below ("Agent") and Holden LLC, an Illinois limited liability company (the "Buyer").

This Agreement is entered into with reference to the following facts:

A. Company, Holdings, and HC have acknowledged that (i) the Company is in default of all of its presently outstanding indebtedness, liabilities and obligations owing to Lenders (collectively, the "Obligations"), including, but not limited to, the Obligations arising under or pursuant to (a) that certain Credit Agreement dated as of April 1, 1999, by and among Agent, Lenders, Company and certain other parties thereto (as amended, the "Credit Agreement"), (b) that certain Security Agreement dated as of December 7, 1998 by and among Agent, Company and certain affiliates of Company (the "Security Agreement"), and (c) the other Loan Documents (as defined in the Credit Agreement) and various other agreements entered into in connection with the Credit Agreement (such other agreements, together with the Credit Agreement and Security Agreement, are collectively referred to as the "Loan Documents"), (ii) the Obligations are due and owing to Lenders without any defense, offset or counterclaim of any kind, (iii) Lenders have a valid security interest in all assets of the Company, Holdings, and HC, including without limitation (A) all of the assets of HC, including without limitation all of HC's accounts, chattel paper, equipment, inventory, raw materials, work in process, finished goods, packaging materials, trade names, trade styles, trademarks, copyrights, goodwill, customer lists, orders, contracts for the purchase of goods, production contracts, and all books, records and documents relating thereto and all rights under all express or implied warranties from the suppliers of any of the foregoing, and all general intangibles relating to any of the foregoing (all assets of HC in which Lenders have a security interest, more specifically described on part 1 of Schedule I attached hereto and incorporated herein, being collectively referred to as the "HC Assets") and (B) the right to proceeds from certain restricted stock promissory note and pledge agreements payable to Holdings (but not such restricted stock promissory note and pledge agreements themselves) (as more specifically described on part 2 of Schedule I attached hereto and incorporated herein, being collectively referred to as the "Note Proceeds," and together with the HC Assets being collectively referred to as the "Sale Assets"), (iv) that Lenders have perfected their security interest in the Sale Assets (to the extent a security interest in such Sale Assets can be perfected by the filing a Uniform Commercial Code Financing Statement (Form UCC-1) in the appropriate jurisdiction), (v) Company, Holdings, and HC have waived their rights under Section 9504 of the New York Uniform Commercial Code to receive notice of a private or public foreclosure sale of the Sale Assets, and (vi) Lenders and Agent have the immediate right to exercise all of their rights and remedies against the Company, Holdings, and Guarantors and to enforce their security interest in the Sale Assets.

B. Agent has foreclosed upon the Sale Assets with the agreement of Company, Holdings, and HC not to interfere with the foreclosure or the foreclosure sale thereof.

Purchase Agreement DALLAS 960238v5

C. The Company has advised Agent and Lenders that (i) it has made diligent efforts to obtain a buyer for the Sale Assets, (ii) any such sale must be concluded immediately, because the Company does not have the ability to continue in business, (iii) the Company believes that the sale of the Sale Assets on the terms described herein is a commercially reasonable sale of the Sale Assets, taking into account the time pressure for a sale and the expectation that substantially less would be received for the Sale Assets after the Company has discontinued operations, and (iv) any delay in selling the Sale Assets, or liquidation of the Sale Assets to a buyer which would not continue the business of the Company would result in a substantial risk that less would be realized from the collection of receivables of the Company with a resulting increase in the liability of the Company.

Now, therefore, the parties agree as follows:

1. Sale of Sale Assets.

- herewith. Agent, on behalf of Lenders, will sell to the Buyer, in a private sale under Section 9504 of the New York Commercial Code, and the Buyer will purchase from Agent, the Sale Assets. Concurrently herewith, Agent shall execute and deliver to the Buyer a Bill of Sale with respect to the Sale Assets: provided, however, that (i) the conveyance to Buyer of the Sale Assets pursuant to this Agreement and such Bill of Sale shall be expressly conditioned upon the receipt by the Agent of a Release of Lenders of even date herewith reasonably satisfactory to the Agent and (ii) the conveyance to Buyer of the Note Proceeds with respect to any particular restricted stock promissory note and pledge agreement pursuant to this Agreement and such Bill of Sale shall additionally be expressly conditioned upon the receipt by the Agent of a Release of Lenders from the maker of such restricted stock promissory note and pledge agreement in form and substance similar to the Release of Lenders delivered by Purchaser.
- 1.2 <u>Purchase Price</u>. The purchase price for the Sale Assets shall be \$2,500,000.00, which Buyer shall pay to Agent, for the ratable benefit of Lenders, concurrently by wire transfer. The Buyer will pay all sales, use and other transactional taxes, if any, imposed upon the sale evidenced hereby, and hereby indemnifies and holds Agent and Lenders harmless in connection with any such taxes.
- 1.3 Further Assurance. Agent agrees to execute and deliver to Buyer, upon Buyer's written request, such further instruments of assignment and transfer as may, in Buyer's reasonable discretion, be necessary or desirable to pass to Buyer title to the Sale Assets consistent with this Agreement.
- 2. <u>Limited Warranty of Title</u>. Agent warrants that it is conveying to Buyer all of Company's and HC's right, title and interest in the Sale Assets, free and clear of all liens, security interests and encumbrances which are junior and subordinate to the security interests of Lenders in the Sale Assets. The Agent warrants that it holds a perfected first priority security interest in the Sale Assets and that it has given all notices or notifications required of it in connection with the conveyance of the Sale Assets to the Buyer pursuant to Section 9504(3) of the New York and Illinois Commercial Codes. Agent further warrants that it has not previously sold or licensed any of the Sale Assets to any other party. In this connection, no warranty is

Purchase Agreement DALLAS 960238v5 made, or defense will be given, as to any claims or liens of contractors or warehousemen with possessory statutory liens under applicable state or other law.

- 3. Sale As Is, Where Is. THE SALE ASSETS ARE BEING SOLD AND PURCHASED AS IS, WHERE IS, AND WITH ALL FAULTS, AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE WHATSOEVER (INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE), EXCEPT AS HEREIN EXPRESSLY SET FORTH. Without limiting the generality of the foregoing, the Buyer acknowledges that Buyer is not relying on any representation or warranty of Agent or Lenders, express or implied, except as herein expressly set forth. To the extent of physical possession of any of the Sale Assets by the Agent or any Lender, the Agent shall provide Buyer, or cause to be provided to Buyer, possession of such Sale Assets within two days of the date of this Agreement.
- 4. Notices. All notices to be given under this Agreement shall be in writing and shall be given either personally or by reputable private delivery service or by regular first-class mail, or certified mail return receipt requested, or by fax (and if by fax, sent concurrently by one of the other methods provided herein), addressed to the parties at the addresses shown below, or at any other address designated in writing by one party to the other party. All notices shall be deemed to have been given upon delivery in the case of notices personally delivered, or at the expiration of one business day following delivery to the private delivery service, or five business days following the deposit thereof in the United States mail, with postage prepaid or on the first business day of receipt in the case of notices sent by fax.

If to Agent:

Bank of America, N.A. Special Assets Division 555 South Flower Street

10th Floor

Los Angeles, CA 90071 Attn: Mr. Duncan McDuffie

Fax: 213-228-6003

with a copy to:

Bernard Le Sage, Esq.

Buchalter, Nemer, Fields & Younger 601 S. Figueroa Street, 24th Floor Los Angeles, California 90017

Fax: 213-896-0400

If to Buyer:

Holden LLC

2800 West Higgins Road, Suite 235

Hoffman Estates, IL 60195 Attn: James F. Holden

Fax: 847-310-9962

with a copy to (which shall not constitute notice):

Much Shelist Freed Denenberg Ament & Rubenstein, P.C.

200 North LaSalle Street, Suite 2100

Chicago, IL 60601

Attn: Don S. Hershman, Esq.

Fax: (312) 621-1750

- 5. Integration: Amendment. This Agreement sets forth in full the terms of the agreement between Agent and Buyer with respect to the subject matter hereof and is intended as the full, complete and exclusive contract governing the agreement between Agent and Buyer regarding the subject hereof. This Agreement supersedes all prior discussions, promises, representations, warranties, agreements and understandings between Agent and Buyer regarding the subject hereof. This Agreement may not be modified or amended, nor may any rights hereunder be waived, except in a writing signed by the party against whom enforcement of the modification, amendment or waiver is sought. No course of dealing between the parties, no usage of trade, and no parol or extrinsic evidence of any nature shall be used or be relevant to supplement, explain or modify any term or provision of this Agreement or any supplement or amendment thereto.
- 6. General. Any waiver of any breach of this Agreement in a particular instance shall not operate as a waiver of subsequent breaches of the same or a different kind. Any party's exercise or failure to exercise any rights under this Agreement in a particular instance shall not operate as a waiver of the party's right to exercise the same or different rights in subsequent instances. Nothing herein constitutes a waiver of any of Agent's or Lenders' rights and remedies against the Company, any guarantor, or any other person, firm or corporation. In the event of any litigation between the parties based upon or arising out of this Agreement, the prevailing party shall be entitled to recover all of its reasonable costs and expenses (including without limitation reasonable attorneys' fees) from the non-prevailing party. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person other than Agent, and Buyer. There are no third party beneficiaries of this Agreement. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall nevertheless remain in full force and effect. The headings in this Agreement are solely for convenience and shall be given no effect in the construction or interpretation of this Agreement. This Agreement may be executed in any number of counterparts, which together shall constitute one and the same agreement. Time is of the essence in the performance of the obligations of the parties hereunder. The Recitals at the beginning of this Agreement are hereby incorporated herein and are part of this Agreement.
 - 7. <u>Survival</u>. The parties hereby agree that this Agreement and all of its terms and provisions shall survive the consummation of the transactions described herein and shall survive, and be unaffected by, any Release of Lender given by Buyer in connection with the transactions contemplated by this Agreement.

Purchase Agreement DALLAS 960238v5

- 8. WAIVER OF RIGHT TO JURY TRIAL. EACH PARTY TO THIS AGREEMENT HEREBY WAIVES THE RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, ARISING OUT OF, OR IN ANY WAY RELATING TO THIS AGREEMENT, WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE.
- 9. Governing Law. This Agreement is being entered into in the State of California. This Agreement shall be governed by the internal laws (and not the conflict of laws rules) of the State of New York.

[Remainder of page intentionally left blank]

Purchase Agreement DALLAS 960238v5

HOLDEN LLC	BANK OF AMERICA, N.A., as Agent
By: Jon Ti Hall	By:
Name: TAMES F. ISONEN	Name:
Title: CRO	Title:

ŀ	I	0	L	D	E	N	L	L	C

BANK OF AMERICA, N.A., as Agent

Ву	By: Ne / Ju	hea m. Jul 5
Name:	Name:	M. Duncan McDuffie
Title:	Title:	Managing Director

Purchase Agreement DALLAS 960238v5

SALE ASSETS

All terms used and not defined herein shall have the meanings contained in the Purchase Agreement dated January 25, 2001.

- 1. All of the right, title and interest of Company, Holdings and HC in and to any and all of the present and future property, items and interests of HC described below, now owned or hereafter acquired by Company, Holdings or HC:
- (a) all cash and cash equivalents;
- (b) all equipment in all of its forms of HC, wherever located, including all machinery, manufacturing, distribution, selling, telephone systems, copy machines, fax machines, data processing and office equipment, assembly systems, tools, molds, dies, fixtures, appliances, furniture, furnishings, artwork, vehicles, vessels, aircraft, aircraft engines, trade fixtures and other tangible personal property (other than Inventory as defined below) including, but not limited to, those items set forth of *Exhibit A* attached hereto, and all parts thereof and all accessions, additions, attachments, improvements, substitutions and replacements thereto and therefor (any and all of the foregoing being the "*Equipment*");
- (c) all inventory in all of its forms of HC, wherever located, including:
 - i. all goods, merchandise and other personal property furnished or to be furnished under any contract of service or intended for sale or lease, all consigned goods and other items which have previously constituted Equipment but are then currently being held for sale or lease in the ordinary course of HC's business, all raw materials and work in process therefor, finished goods thereof, and all other materials and supplies of any kind, nature or description used or consumed in the manufacture, production, packing, shipping, advertising, finishing or sale thereof;
 - ii. all goods in which HC has an interest in mass or a joint or other interest or right of any kind (including goods in which HC has an interest or right as consignee);
 - iii. and all goods which are returned to or repossessed by HC;

and all accessions thereto, products thereof, and documents therefore (any and all such inventory, materials, goods, accessions, products and documents being the "Inventory");

(d) all accounts, chattel paper, documents, promissory notes and instruments of HC, whether or not arising out of or in connection with the sale or lease or other disposition of goods or the rendering of services, and all rights of HC now or hereafter existing in and to all security agreements, guaranties, leases and other contracts securing or otherwise relating to any such accounts, contracts, contract rights, chattel paper, documents, instruments and general intangibles (any and all such accounts, contracts, contract rights, chattel paper, documents, instruments and general intangibles being the "Receivables");

- (e) all insurance proceeds and insurance claims of HC relating to its business or all or any part of the Sale Assets, and to the extent transferable, the benefit of and the right to enforce the covenants and warranties, if any, that HC is entitled to enforce with respect to the Sale Assets against its predecessors in title to the Sale Assets, if any;
- (f) (i) all computer and other electronic data processing hardware, and all peripheral devices and other related computer hardware of HC; (ii) all software programs (including both source code, object code and all related applications and data files), whether now owned, licensed or leased or hereafter acquired by HC; (iii) all firmware associated therewith; (iv) all documentation with respect to such hardware, software and firmware described in the preceding clauses (i) through (iii); and (v) all rights with respect to all of the items described in the preceding clauses (i) through (iv);
- (g) all copyrights of HC, whether statutory or common law, registered or unregistered, now or hereafter in force throughout the world and all applications for registration thereof, whether pending or in preparation, the right to sue for past, present and future infringements of any thereof, all extensions and renewals of any thereof and all proceeds of the foregoing;
- (h) (i) all letters patent and applications for letters patent of throughout the world, including all patent applications in preparation for filing anywhere in the world; (ii) all patent licenses; (iii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the items described in clauses (i) and (ii); and (iv) all proceeds of, and rights associated with, the preceding clauses (i) through (iii);
- (i) (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, domain names, other source of business identifiers and all prints, and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (all of the foregoing items in this clause (i) being collectively called a "*Trademark*"), all registrations and records thereof, and all applications in connection therewith; (ii) all Trademark licenses; (iii) all reissues, renewals and extensions of any of the items described in clauses (i) and (ii); (iv) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clauses (i) and (ii); and (v) all proceeds of, and rights associated with, the preceding clauses (i) through (iv);
- (j) all common law and statutory trade secrets and all other confidential or proprietary or useful information and all know-how obtained by or used in or contemplated at any time for use in the business of HC (all of the foregoing being collectively called a "<u>Trade Secret</u>"), including all documents and things embodying, incorporating or referring in any way to such Trade Secret, and all Trade Secret licenses (all of the items in the preceding clauses (e) through (i) are collectively the "<u>Intellectual Property</u>," including, but not limited to, those set forth on <u>Exhibit B</u> attached hereto);
- (k) in addition to general intangibles which may be included within Intellectual Property, all contracts, contract rights and general intangibles of HC including, without limitation, all tax refunds, claims, causes of action, judgments, franchises, permits, licenses, sublicenses, supply contracts, purchase contracts and agreements, and all modifications, amendments and supplements thereof;
- (l) all customer lists, sales records, credit data and other information relating to customers of HC;

- (m) books, records, writings, data bases, information, and other property relating to, used or useful in connection with, evidencing, embodying, incorporating, or referring to, any of the foregoing;
- (n) all of HC's other property and rights of every kind and description and interests therein, including the names "Holden" and "Holden Corporation"; and
- (o) all products, offspring, rents, issues, profits, returns, income and proceeds of and from any and all of the foregoing (including proceeds which constitute property of the types described in clauses (a) through (m).
- All of the right, title and interest of Company, Holdings and HC in and to any and all of the present and future proceeds (including, but not limited to, proceeds from principal and interest) from the restricted stock promissory notes and pledge agreements (the "Notes") entered into by certain present and former officers and employees of HC (such present and former officers and employees are referred to hereinafter collectively as the "Makers") made payable to the order of either EPS Solutions Corporation ("EPS") or ProfitSource Corporation (currently known as EPS Solutions Corporation, and with EPS, hereafter collectively referred to as "Holder") in connection with the purchase of shares of restricted common stock in Holder by the Makers including, but not limited to, any proceeds from the Notes described on Exhibit C attached hereto.

EXHIBIT B INTELLECTUAL PROPERTY

Domain Names:

www.holdencorp.com www.holdencorp.net

See attached list for other Intellectual Property.

Tuesday, January 23, 2001	Country List	ist						Page: 1	
Country: AR Argentina	•								
Trademark	Client Status	Case Number	Application Number	Filing	Registration Number	Registration Renewal		Alloracy	
ARCHITECTURAL ASSESSMENT	HOLD Unfiled	3461510025B						MSW	
Owner: Holden Corporation Design: Fox Head Owner: Holden Corporation	HOLD Unfiled	Classes: 42 3461510050C Classes: 35						WSW	
FOXGUIDE Owner: Holden Corporation	HOLD Unfiled	3461510041 Classes ; 35			-			WSW	
HOLDEN Owner: Holden Corporation	HOLD Unfiled	3461510084 Classes: 35						MSW	
POWER BASE Owner: Holden Corporation	HOLD Unfiled	3461510149B Classes: 35						MSW	
VALUGUIDE Owner: Holden Corporation	HOLD Registered	3461510190A	1959243	01-Fcb-19:	01-Fcb-19951580651	27-0a-1995 27-0a-2005 MSW	27-0a-21	JOS MSW	

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Country: AU Australia										
Trademark	Chent	Status	Case Number		Application Number	Filing	Registration Number	Registration Date	Renewal Date A	Attorney
Design: Fox Head	HOLD	Registered	3461510050D	×	598417	16-Mar-199 A598417	A598417	31-May-1994 16-Mar-2010 MSW	16-Mar-2010	WSW (
Owner: Holden Corporation			Classes: Int. Cl. 41	C). 4	-					
FOXGUIDE	GTOH	Registered	3461510041D	×	598418	16-Mar-199	199 A598418	03-Oct-1995 16-Mar-2010 MSW	16-Mar-2010	MSW
Owner: Holden Corporation			Chasses: Int. Cl. 35	CI. 3	.					
FOXPOWER	ПОГТ	HOLD Abandoned	3461510076B		598419	16-Mar-199				MSW
Owner: Holden Corporation			Classes: 9							
PARTNERSHIP GUIDE	стон	HOLD Unfiled	3461510122							MSW
Owner: Holden Corporation			Classes: 16							
PARTNERSHIP GUIDE	HOLD	Unfiled	3461510122							MSW
Owner: Holden Corporation			Classes: 41							
POWER BASE	CTOH	Registered	3461510149C	×	598412	16-Mar-39	16-Mar-199 A598412	11-Oct-1994	11-Oct-1994 16-Mar-2010 MSW	MSW 010
Owner: Holden Corporation			Classes: Jpt. Cl. 16	<u>CI.</u> 1	6					
POWER BASE	ОТОН	Registered	3461510149D	×	598413	16·Mar-15	16-Mar-199 AS98413	11-0::199	11-Oct-1994 16-Mar-2010 MSW	010 MSW
Owner: Holden Corporation			Classes: Int. Cl. 41	CI.	41					
VALU-DRIVER	HOLD	HOLD Registered	3461510203B	×	598429	16-Mar-1	16-Mar-199 A598429	11-Jan-199	11-Jan-1995 16-Mar-2010 MSW	MSM 0103

Classes: Int. Cl. 16

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County: AU Australia								
Trademark	Client	Status	Case Number	Application Number	Filing Date	Registration Number	Registration Registration Renewal Number Date Date	Renewal Date Attorney
VALU-DRIVER	стон	HOLD Registered	3461510203C	598430	16-Mar-199 A598430	A598430	11-Oct-1994 16-Mar-2010 MSW	16-Ma
Owner: Holden Corporation			Classes: 35					

VALUGUIDE Owner: Holden Corporation	POWER BASE Owner: Holden Corporation	HOLDEN Owner: Halden Corporation	FOXGUIDE Owner: Holden Corporation	Owner: Holden Corporation Design: Fox Head Owner: Holden Corporation	ARCHITECTURAL ASSESSMENT	Trademark	Country: BR Brazil	Tuesday, January 23, 2001
HOLD	HOLD	T10H	HOLD	T10H	HOLD	Client		
HOLD Unfiled	HOLD Unfiled	HOLD Unfiled	HOLD Unfiled	HOLD Unfiled	HOLD Unfiled	Status		Country List
3461510190 Chapes: 35	346 5 0 49E Classes: 35	3461510084 Classes: 35	3461510041 Classes: 35	Classes: 42 3461510050E Classes: 35	3461510025C	Case Number		List
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						Registration Number		
						Registration Registration Renewal Number Date Date		
						Renewal Date		
MSW	MSW	MSW	WSW	WSW	MSW	Attorney		Page: 4

Tuesday, January 23, 2001		Country List	ist						Page: 5
Country: CA Canada									•
Trademark	Client	Status	Case Number	Application Number	Filing Date	Registration	Registration	Renewal Date A	Attorney
ARCHITECTURAL ASSESSMENT	НОГТ	HOLD Registered	346151002SD	696189	1991	420580	10-Dec-1993 10-Dec-2008 MSW	10-Dec-2008	MSW
Owner: Holden Corporation									
Design: Fox Head Owner: Holden Corporation	CTOH	HOLD Registered	3461510050F	696212	30-Dec-1991415694	415694	20-Aug-1993 20-Aug-2008 MSW	20-Aug-200 8	WSW
FOXGUIDE Owner: Holden Carporation	TTOH	HOLD Registered	3461510041	696186	30-Dec-1991	1991415208 .	06-Aug-1993 06-Aug-2008 MSW	06-Aug-2008	WSW {
FOXGUIDE Holden Corporation (CY)	A) (T	HOLD Соругіды Э	3461510041			412549	12-Feb-1992		WSW
FOXPOWER Owner: Holden Corporation	HOLD	HOLD Registered	3461510076C	725339	24-Mar-199 450029	450029	17-Nov-1995 17-Nov-2010 MSW	17-Nov-2010	WSW 0
HOLDEN CORP SAMPLE PRESEMINAR ARCHITECTURAL ASSESS	тон	HOLD Соругіды	3461510025			413299	10-Mar-1992		WSW
Owner: Holden Corporation (CY) HOLDEN CORP SAMPLE FRESEMINAR ARCHITECTURAL ASSESS	нопр	7 HOLD Copyright	3461510025			412544)2-Feb-1992		MSW

Tuesday, January 23, 2001	C	Country List	ist.						Page: 6
Country: CA Canada									
Trademark	Client	Status	Case Number	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date	Attorney
HOLDEN POWER BASE SELLING PROGRAM LEADER GUIDE	GTOH	HOLD Copyright	3461510149			412550	12-Feb-1992		MSW
Owner: Holden Corporation (CY) MANAGER'S FOXGUIDE H	<u>1</u> 0	Copyright	3461510041			412548	12-Feb-1992		WSW
Owner: Holden Corporation (CY)	<u>خ</u>								
PARTNERSHIP GUIDE H Owner: Holden Corporation (CY)	QLD	Copyright	3461510122			412545	12-Feb-1992		MSW
PARTNERSHIP GUIDE	HOLD	Registered	3461510122D	696188	30-Dec-1991431672	91431672	12-Aug-1994 12-Aug-2009 MSW	12-Aug-2	009 MSW
PARTNERSHIP SELLING H Owner: Holden Corporation (CY)	(A CTIOH	HOLD Copyright	3461510122			412546	12.Fcb-1992	·	MSW
POWER BASE Owner: Holden Corporation	HOLD	Registered	3461510149F	696187	30-Dec-1991419784	91419784	19-Nov-1993 19-Nov-2008 MSW	19-Nov-?	2008 MSW
POWER BASE MGT IMPLEMENTATION	HOLL	HOLD Соругіды	3461510149			412547	12-Feb-1992	N	MSW
Owner: Holden Corporation (CY)	3								JOSE MON
VALU-DRIVER	HOLD	HOLD Registered	3461510203D	725313	24-Mai-1	24-Mai-199 427043	06-May-1994 06-May-2009 MS W)4 06-May	. ZUUY MOW

Tuesday, January 23, 2001	Country List	.ist						Page: 7
Country: CA Canada								
Trademark	Client Status	Cape Number	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date Attorney	Attorney
VALUBASE Owner: Holden Corporation	HOLD Registered	3461510173B	785110	30-Jun-1995 459140	6459140	07-Jun-1996 07-Jun-2011 MSW	07-Jun-201	1 MSW
VALUGUIDE Owner: Holden Corporation	HOLD Registered	3461510190C	772012	29-Dec-1994453952	4453952	09-Fcb-1996 09-Fcb-2011 MSW	09-Fcb-201	WSW I

REEL: 002492 FRAME: 0839

Tuesday, January 23, 2001	Country List	List				P
Country: RU European Community	Community		· ·			
Trademark	Client Status	Case Number	Application Number	Piling Registration Date Number	Registration Renewal	Attorney
Owner: Holden Corporation	HOLD Registered	3461510050G X 0003381 Classes: Int. Cts. 16, 35, 41	000338855 16, 35, 41	996	998 01-Apr-20	WSW 30
FOXGUIDE Owner: Holden Corporation	HOLD Registered	3461510041G Classes: 16,35,41	330563 41	01-Apr-1996330563	19-Jun-1998 01-Apr-2006 MSW	WSW 90
POWER BASE Owner: Holden Corporation	HOLD Registered	3461510149G X 320226 Cinsses: Int. Cl. 16, 35, 41	320226 16, 35, 41	01-Apr-1997320226	19-Jun-1998 01-Apr-2006 MSW	WSW 60
POWERBASE (Opp Against) Owner: Manpower Inc.	HOLD Opposition	3461510149G1 X	X 8315)]			MSW
SMARTSEL Owner: Holden Corporation	HOLD Abundoned	3461510254 X Classes: Int. Cl. 9	735278	30-1an-1998		WSW
VALUBASE Owner: Holden Corporation	HOLD Registered	3461510246 X 735910 Classes: Int. Cl. 9, 16, 35, 41	735910 , 16, 35, 41	30-lan-1998 735910	26-Jan-2000 30-Jan-2008 MSW	WSW 80
VALUGUIDE Owner: Holden Corporation	HOLD Registered	3461510190 Classes: 35,41	124149	01-Apr-1996124149	25-Jun-1998 01-Apr-2006 MSW	WSW 60

Classes: 35, 41

REEL: 002492 FRAME: 0840

			Classes: 16, 35			Owner: Holden Corporation
01-Oct-1993 22-Apr-2003 MSW	93/465261 22-Apr-199393/465261	93/465261 2	3461510203E	HOLD Registered	T0H	VALU-DRIVER
			Classes: 16,41			Owner: Holden Corporation
01-Od-1993 22-Apr-2003 MSW	Apr-199393/465263	93/465263 22-	3461510149H	HOLD Registered	TOF	POWER BASE
			Clance: 35			Owner: Holden Corporation
01-0d-1993 22-Apr-2003 MSW	93/465262 22-Apr-199393/465262	93/465262 2	3461510041	HOLD Registered	TOH	I:OXGUIDB
			Classes: 41			Owner: Holden Corporation
22-Apr-1993 21-Apr-2003 MSW	93/465264 22-Apr-199193/465264 2	93/465264 2:	346151005011	HOLD Registered	HOT	Design: Fox Head
Registration retieves Date Attorney	Filing Registration I	Application Number	Case	Status	Clicat	Trademark
						Country: FR France
Page: 9			ist	Country List		Tuesday, January 23, 2001

POWER BASE HOLD Registered Owner: Holden Corporation	FOXGUIDB HOLD Registered Owner: Holden Corporation	Design: Fox Head HOLD Registered Owner: Holden Corporation	Trademark Chent Status	Country: DR Germany	Tuesday, January 23, 2001 Country List
34615101491 Classes: 16,41	34615100411 Classes: 35	34615100501 Classes: 41	Case Number		List
1169392/41	Н69393/35 16-М	1169394/41	Application Number		
1369392/41)6-Mm-199 2067113	16-Mar-199	16-Mar-199 2053555	Piling Date		
2067113	ar-199 2065264	2053555	Registration Number		
08-Jun-1994	19-May-1994	05- Jan-199 4	Registration Registration Renewal Number Date		
08-Jun-1994 16-Mar-2003 MSW	19-May-1994 16-Mar-2003 MSW	05-Jan-1994 16-Mar-2003 MSW	Renewal Date Attorney		Page: 10

HOLDEN CORPORATION w/Fox Head	Trademark	Country: USI Illinois	Tucaday, January 23, 2001
HOLD Registered	Chent Status		Country List
3461510050U	Case Number		19t
	Application Number		`.
	Filing Date		
57238	Registration Number		
02-Oct-1985	Registration Date		
02-Oct-21	Renewal Date		
005 MSW	Attorney		Page: 11
	ORPORATION HOLD Registered 3461510050U	Chent Case Application Filing Registeration Status Number Number Date Number ORPORATION HOLD Registered 3461510050U 57238	USI Illinois Client Case Application Filing Registration Registration Status Number Number Date Number Date ORPORATION HOLD Registered 3461510050U 57238 02-Oct-1985

		RM92CW4728-DGC-1772C47224	KM92CD04	34615101491 Classes: 16,41	HOLD Registered	POWER BASE Owner: Holden Corporation
07.Mar-1995 28-Dec-2002 MSW				Classes: Int. Cl. 9		Owner: Holden Corporation
07-Mar-1995 28-Dec-2002 MSW	Dec-1992645225 , 07	728-Dec-199	RM92C004728-1	3461510076D X	HOLD Registered	FOXPOWER
				Classes: 16, 35		Owner: Holden Corporation
07-Mar-1995 28-Dec-2002 MSW		RM92C0047 28-Dec-1992645226	RM92C0047	34615100411	HOLD Registered	FOX GUIDE
				Classes: 41		Owner: Holden Corporation
07-Mar-1995 28-Dec-2004 Mo W		RM92C004728-Dec-1992645228	RM92C0047	34615100501	HOLD Registered	Design: Fox Head
Date Date Attorney	Registration Ke, Number	Filing	Application Number	Case Number	Chent Status	Trademark
	: :					Country: IT Italy

Tuesday, January 23, 2001

Country List

VALUBASE	VALUBASE Owner: Holden Corporation	POWER BASE Owner: Holden Corporation	POWER BASE Owner: Holden Corporation	HOLDEN Owner: Holden Corporation	FOXGUIDE Owner: Holden Corporation	Owner: Holden Corporation Fox Head Design Owner: Holden Corporation	ARCHITECTURAL ASSESSMENT	Trademark	January :
HOLD Registered	HOLD Registered	HOLD Registered	HOLD Registered	HOLD Registered	HOLD Registered	HOLD Registered	HOLD Pending	Client Status	Country List
3461510173D	3461510173C Chases: 16	3461510149K1 Classes: 41	3461510149K Clauses: 35	3461510084D Classes: 41	3461510041K Chases: 41	Classes: 42 3461510050L Classes: 41	3461510025B	Case	ist.
132774/199	132773/199	18298/1998	6525/1995	6524/1995	6526/1995	6523/1995	6522/1995	Application Number	· ·
132774/199 21-Dec-19954167853	132773/199 21-Dec-19954103215	18298/1998 05-Mar-199 4168082	26-Jan-1995 4167812	26-Jan-1995 4167811	26-Jan-1995 4167813.	26-Jan-1995 4167810	26-Jan-1995	Filing Registration Date Number	
17-Jul-1998	16-Jan-1991	17-Jul-199 8	17-Jul-1998	}7-Jul-1998	17-Jul-1998	17-Jul-1998		Registration Date	
8 17-Jul-2008 MSW	16-Jan-1998 16-Jan-2008 MSW	17-Jul-2008 MSW	17-Jul-2008 MSW	17-Jul-2008 MSW	17-Jul-2008 MSW	17-Jul-2008 MSW	WSW	Renewal Date Attorney	Page: 13

Classes: 35

VALUGUIDE	Owner: Holden Corporation	VALUBASE	Trademark	Country: JP Japan	Tucsday, January 23, 2001
HOLD Registered	Halion	HOLD Rogistered	Client Status	pan	2001 Country List
3461510190E	Clauses: 41	3461510173D1	Case Number		ist
6521/1995		18299/1998	Application Number		
6521/1995 26-Jan-1995 4167809		18299/1998 05-Mar-199 4168083	Filing Registration Date Number		
			Hon		
17-Jul-1998 17-Jul-2008 MSW		17-Jul-1998 17-Jul-2008 MSW	tion Renewal Date Attorney	•	Page: 14

Classes: 41

VALUGUIDE	POWER BASE Owner: Holden Corporation	HOLDEN Owner: Holden Corporation	FOXGUIDE Owner: Holden Corporation	Owner: Holden Corporation Design: Fox Head Owner: Holden Corporation	ARCHITECTURAL ASSESSMENT	Trademark	Country: KR Koren, South	Tuesday, January 23, 2001
HOLD Registered	HOLD Abandoned	HOLD Registered	HOLD Registered	HOLD Registered	HOLD Registered	Clicati Status	outh	Country List
3461510190F	3461510149L Classes: 112	3461510084 Chases: 112	3461510041 Classes: 112	Classes: 112 3461510050K Classes: 112	3461510025F	Case		
95-458	95-645	95-643	95-646	95-644	95-647	Application Number		
17-Jan-1995 33380	20-Jan-1995	20-Jan-1995 33381	20-Jan-1995 33383	20-Jan-1995 33382	20-Jan-1995 33568	Filing Registration Date Number		
25-Oct-1996 25-Oct-2006 MSW	MSW	25-0c1-1996 25-Oc1-2006 MSW	25-0c1-1996 25-Oct-2006 MSW	25-Oct-1996 25-Oct-2006 MSW	19-Nov-1996 19-Nov-2006 MSW	Registration Renewal Date Date Attorney		Page: 15
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fuesday, January 23, 2001 Country List
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Country: NZ New Zealand	nd Client		Case		Application	Filling	Registration	Registration	Renewal	Adarney
		1		_		1	ı			301
Design: Fox Head	GTIOH	HOLD Registered	3461510050M	×	X 222016	08-Oct-1992222016	2222016	04-0ct-1996 08-0ct-2013 MSW	08-Oct	-201
Owner: Holden Corporation			Classes: Int. Ct. 41	CI. 41						
FOXGUIDE	HOLD	Registered	3461510041M		221765	28-Sep-1992221765	92221765	06-Dec-1996 28-Sep-2013 MSW	28-Ѕср	-201
Owner: Holden Corporation			Classes: 16							
FOXGUIDE	НОГД	HOLD Expired	3461510041N		221766	28-Sep-19	28-Sep-1992221766 .	07-Fcb-1997		
Owner: Holden Corporation			Classes: 35							
FOXPOWER	HOLD	HOLD Expired	3461510076E	×	X 221764	28-Sep-15	28-Sep-1992221764	06-Dec-1996		
Owner: Holden Corporation			Classes: 9							
POWER BASE	HOLD	HOLD Registered	3461510149M	×	221762	28-Sep-19	28-Sep-1992221762	13-Jul-1995 28-Տշթ-2013 MSW	28-Sc	P-2
Owner: Holden Corporation			Classes: 16							
POWER BASE	дтон	HOLD Registered	3461510149N	×	221763	28-Sep-1	28-Sep-1992221763	13-Jul-1995 28-Տեթ-2013 MSW	5 28-Sc	Ÿ
Owner: Holden Corporation			Classes: 41							
VALU-DRIVER	HOLD	HOLD Registered	3461510203F	×	X 225641	17-Mar-1	n-199 225641	05-Jun-1996 17-Mar-2014 MSW	6 17-N	
Owner: Holden Corporation			Chases: Int. Cl. 35	. Cl. 3	· ·					

VALU-DRIVER

HOLD Registered

3461510203G

X 225640

17-Mai-199 225640

05-Jun-1996 17-Mar-2014 MSW

Classes: Int. Cl. 16

Owner: Holden Corporation

Tuesday, January 23, 2001	C	Country List	is(,				_	Page: 17
Country: PT Portugat										
Trademark	Cilent	Status	Case Number		Application Number	Filing Date	Registration Number	Registration Date	Renewal Date A	Attorney
Design: Fox Head Owner: Holden Corporation	HOLD	HOLD Registered	3461510050N X Classes: Int. Cl. 41	C). ×	X 290938 Dl. 41	12-Apr-1993290938	3290938	21-Jul-1994 21-Jul-2004 MSW	21-Jul-2004	MS.
FOXGUIDE Owner: Holden Corporation	HOLD Pending	Pending	34615100410 Classes: 35	· ×	290937	12-Apr-1993	ω			MSM
POWER BASE Owner: Holden Corporation	HOLD I	HOLD Registered	34615101490 Classes: 16		290939	12-Apr-1993290939	3290939	21-Jul-1994 21-Jul-2004 MSW	21-Jul-2004	SW I
POWER BASE Owner: Holden Corporation	HOLD I	HOLD Registered	3461510149P Classes: 41	×	290940	12-Apr-1993 290940	3290940	21-Jul-1994 21-Jul-2004 MSW	2]-Jul-200	4 MS
VALU-DRIVER Owner: Holden Corporation	HOLD Registered	legistered	3461510203H X :	<u>Ω</u> ×	X 290935 Cl. 16	12-Apr-1993 290935	3 290935	21-Jul-1994	21-Jul-1994 21-Jul-2004 MSW	A MS
VALU-DRIVER	HOLD Registered	legistered	3461510203N	×	X 290936	12- A pr-1993290936)3290936	21-Jul-1994	21-Jul-1994 21-Jul-2004 MSW	A X

Chasses: Int. Cl. 35

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Tucaday, Japuary 23, 2001	Country List	ry List	٠.				75	Page: 18
Country: ES Spain								
Trademark	Cilent Status	Casc	Application Number	Filing Regulra	tion	Registration Date	Renewal Date A	Attorney
Design: Fox Head	HOLD Registered	and 34615100500	1736041	17-Dec-19921736041		03-Jun-1993 17-Dec-2002 MSW	7-Dec-2002	MSW
Owner: Holdon Corporation		Classes: 41						
FOX GUIDB	HOLD Registered	2461510041P	1730646	8-Nov-199 1730646		05-Jul-1995 18-Nov-2002 MSW	18-Nov-2007	₩SW §
		•		100 1730647	2647			MSW
Owner: Holden Corporation								
FOXPOWER	HOLD Expired	34	1730645	\$-Nov-199 1730645	0645			MSW
Owner: nonen corporation		CHRIST. V						•
PARTNERSHIP GUIDE Owser: Holden Corporation	HOLD Abandoned	oned 3461510122 Classes: 16	1764590	7-May-199				MSW
PARTNERSHIP GUIDE Owner: Holden Corporation	HOLD Abandoned	oned 3461510122 Classes: 41	1764591	7-May-199				WSW
POWER BASE	HOLD Registered	3 4	1730605	8-Nov-199 1730605	30605	03-Jul-1995	03-Jul-1995 18-Nov-2002 MSW	002 MSW
POWER BASE	HOLD Registered	ered 3461510149R	1730606	8-Nov-199 1730606		04-Nov-1994 18-Nov-2002 MSW	4 18-Nov-2)002 MSW

Classes: 41

						Classes: 35			Owner: Holden Corporation
MSW			3 1754907	06-Apr-1993 1754907	1754907	3461510203	HOLD Bapired	ТОН	VALU-DRIVER
						Classes: 16			Owner: Holden Corporation
WSW			31755014	06-Apr-1993 1755014	1755014	3461510203	HOLD Expired	TOH	VALU-DRIVER
Renewal Date Attorney	Renewal Date	Registration Regutration Renewal Number Date Date	Registration Number	Filing Date	Application Number	Case Number	Status	Cilent	Trademark
	•								Country: ES Spain
Page: 19					·	List	Country List		Tuesday, January 23, 2001

******* TRADEMARK

REEL: 002492 FRAME: 0851

	i de la companya de l	13-JMBF 199 ZOJSUS	93-02332	3461510203K Classes: 16,35	HOLD Registered	HOLD	VALU-DRIVER Owner: Holden Corporation
10.Dec.2003 MSW	10 Dec 1993			Classes: 16,41			Owner: Holden Corporation
WSW		15-Mar-199	93-02330	34615101498	HOLD Abandoned	НОГЛ	POWER BASE
				Classes: 35			Owner: Holden Corporation
10-Nov-1995 10-Nov-2005 MSW	JO-Nov-1995	15-Mai-199 266389	93-02329	3461510041R	HOLD Registered	CTOH	FOXGUIDE
				Classes: 4)			Owner: Holden Corporation
10-Dec-1993 10-Dec-2003 MSW	10-Dec 1993	15-Mar-199 253908	93-02331	3461510050P	HOLD Registered	QT0H	Design: Fox Head
Date Attorney	Registration Registration Number Date	Filing Registration Date Number	Application Number	Case Number	Status	Client	Trademark
	:						Country: SE Sweden
Page: 20			· .	E.	Country List		Tuesday, January 23, 2001

					Chases: 9, 16			Owaer: Holden Corporation
14-Jan-1993 27-May-2012 MSW	1 4-Jan-199 3	19 398050	7-May-19	4164/1992.5 7-May-199 398050	3461510149T	HOLD Rogistered	TTOH TTOH	POWER BASE
					Classes: 9, 16			Owner: Holden Corporation
28-Jan-1993 27-May-2012 MSW	28-Jan-1993	9 398049	7-May-19	4163/1992.3 7-May-199 398049	3461510076G	HOLD Registered	CTOH	FOXPOWER
					Classes; 9, 16			Owner: Holden Corporation
24-Jan-1993 27-May-2012 MSW	24-Jan-1993	9 398048	7-May-199	4162/1992.1 7-May-199 398048	3461510041S	HOLD Registred	ТОН	FOXQUIDE
					Classes: 9, 16			Owner: Holden Corporation
28-Jan-1993 27-May-2012 MSW	28-Jan-1993	398087	7-May-199	4161/1992.0 7-May-199 398087	3461510050Q	HOLD Registered	HOLD	Design: Fox Head
Date Attorney	Registration Renews	Registration Number	Pilling	Application Number	Case	Status	Client	Trademark
							ā.	Country: CH Switzerland
Page: 21				•	151	Country List		Tuesday, January 23, 2001

Tuesday, January 23, 2001 Country: TW Taiwan Trademark ARCHITECTURAL	Client	Country List Status N	List Care Number	Application Number	Piling Date	Registration Number	Registration Date	Renewal Date	Page: 22 Attorney MSW
ARCHITECTURAL ASSESSMENT Owner: Holden Corporation Design: Fox Head Owner: Holden Corporation	дон дон	HOLD Unfiled	3461510025G Chasses: 42 3461510050R						
FOXGUIDE Owner: Holden Corporation	TOH	HOLD Unfiled	3461510041 Classes: 35						
HOLDEN Owner: Holden Corporation	TOH	HOLD Unfiled	3461510084B Classes: 35						
POWER BASE Owner: Holden Corporation	HOLD	HOLD Proposed	3461510149U Classes: 35						
	TTOH	HOLD Registered	3461510190G	84001614	13-Jan-1995 86832	95 86832	16-Dec-1996 15-Dec-2006 MSW	6 15-Dec-	~

Tuesday, January 23, 2001	Country List	List						Page: 23
Country: GB United Kingdom	ngdom							
Trademark	Client Status	Case Number	Z>	Application Number	Fillog	Registration Number	Registration Renewal	Renewal Date Attorney
Design: Fox Head Owner: Holden Corporation	HOLD Registered	3461510050S Classea: 41		1500548	3-May-199	3-May-199 A1500548	11-Jun-1993 1	11-Jun-1993 13-May-2009 MSW
FOXGUIDE Owner: Holden Corporation	HOLD Abandoned	3461510041 Chanca: 35		1500527	3-Mmy-199 1500527	1500527	28-May-1993	28-May-1993 13-May-1999 MSW
FOXPOWER Owner: Holden Corporation	HOLD Abandoned	3461510076H Classes: 9	** **	1500537	3-May-199	3-May-199 B1500537	13-May-1992	13-May-1992 13-May-1999 MSW
PARTNERSHIP GUIDE Owner: Holden Corporation	HOLD Unfiled	3461510122 Classes: 41						WSW
PARTNERSHIP GUIDE Owner: Holden Corporation	HOLD Unfiled	3461510122 Classes: 16						MSM
POWER BASE Owner: Holden Corporation	HOLD Registered	3461510149V Classes: 41	=	1500405	3-May-19	3-May-199 B1500405	29-Oct-}993	29-Oct-1993 13-May-2009 MSW
POWER BASB Owner: Holden Corporation	HOLD Registered	3461510149X Classes: 16		1500404	3-May-19	3-May-199 B1500404	18-Nov-1993	18-Nov-1993 13-May-2009 MSW
VALU-DRIVER	HOLD Renewed	3461510203L	× -	1529942	17-Mar-19	17-Mar-199 A1529942	27-May-199	27-May-1994 17-Mar-2010 MSW

Classes: Int. Cl. 35

GB United Kingdom

Country:

Client

. Trademark

VALU-DRIVER

Owner: Holden Carporation

Status

HOLD Registered

3461510203M X 1529941

Classes: Int. Cl. 16

Case Number

Application Number

Filing Date

17-Mar-199 A1529941 18-Mar-1994 17-Mar-2010 MSW

Registration Registration Renewal Number Date Date

Date Attorney

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TRADEMARK

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Country List	
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Country:

US United States of America

Trademark	Client	Status	Case	Application Number	Filling	Registration Number	Registration Date	Renewal Date A	Attorney
ANNOTATED PARTNERSHIP HOLD Copyright GUIDE	ПОТО	Copyright	3461510122			TX-3-507-46 10-Feb-1993	10-Feb-1993		MSW
Owner: Holden Corporation (CY)	3								
ANYTIME/ANYWHERB COACHING	HOLD	HOLD Registered	3461510220	X 75/098803	6-May-199 2201775	2201775	03-Nov-1998 03-Nov-2008 MSW	03-Nov-2008	WSW 8
Owner: Holden Corporation			Classes: Int. Cl. 9	1.9					
APPROACH TO MARKET ANALYSIS GUIDE	HOLD	HOLD Copyright	3461510033			TX-4-208-18	TX-4-201-18 28-Feb-1996		MSW
Owner: Holden Corporation (CY)	3								
ARCHITECTURAL ASSESSMENT	HOLD	HOLD Registered	3461510025A	74/117557	3-Nov-19	3-Nov-199 1666205	26-Nov-1991 26-Nov-2001 MSW	26-Nov-200	MSW IC
Owner: Holden Corporation			Classes: 42						
ARCHITECTURAL ASSESSMENT 3.0	HOLD	HOLD Copyright	3461510025CR1			TX-3-556-74	TX-3-556-74 24-May-1993	_	MSW
Owner: Holden Corporation (CY)	3								
BEHAVIORAL ASSESSMENT HOLD Copyright TRAINING COURSE PREWORK	HOLD	Copyright	3461510033			TX-3-820-20	TX-3-820-20 13-May-1994	•	MSW
Owaer: Holden Corporation (CY) BEHAVIORAL ASSESSMENT HOLD Copyright TRAINING LEADER GUIDE	HOTD A)	Copyright	3461510033			TX-3-826-6	TX-3-826-67 13-May-1994	4	MSW

BEHAVIORAL ASSESSMENT HOLD Copyright

3461510033

TX-3-820-26 13-May-1994

MSW

Owner: Holden Corporation (CY)

TRAINING PARTICIPANT

Owner: Holden Corporation (CY)

Tucsday, January 23, 2001	_	Country List	181						Page: 26
Country: US United States of America	tes of An	nerica							
Trademark	Client	Status	Case Number	Application Number	Filing Date	Registration Registration Number Date		Renewal Date	Actorney
COMPETITIVE COUNTER TACTICS	HOLD	HOLD Copyright	3461510033			TX-3-556-74 24-May-1993	24-May-1993		MSW
Owner: Holden Corporation (CY)	3								
Fox Head Design	HOLD	Cancelled	3461510050A	73/377138	29. Jul-1982	1982 1250689	06-Sep-1983		WSW
Owner: Holden Corporation			Clauses: 41				•		
Fox Head Design	HOLD	HOLD Registered	3461510050B	74/100843	27-Sep-19901674579	1674579	04-Fcb-1992 04-Fcb-2002 MSW	04-Feb-20	02 MSW
Owner: Holden Corporation			Classes: 41						
POXGUIDE Owner: Holden Corporation (CY)	4) 1710H	HOLD Copyright	3461510041			TX-2-312-15	TX-2-312-15 31-Mar-1988		MSW
FOXGUIDB	HOLD	HOLD Registered	3461510041	74/657554	28-Mar-199 1996609	1996609	27-Aug-1996 27-Aug-2006 MSW	27-Aug-20	906 MSW
Owner: Holden Corporation			Clauses: 16, 35, 41	-					
FOXGUIDE	птон	Registered	3461510041	73/727478	9-May-198 1551217	1551217	08-Aug-1989 08-Aug-2009 MSW	08-Aug-21	009 MSW
Owner: Holden Corporation			Classes: 35						
FOXGUIDE (Revised)	HOLD	HOLD Copyright	3461510041			TX-3-496-47	TX-3-496-47 08-Feb-1993		MSW

FOXMAP SYSTEMS

HOLD Abandoned 3461510068

74/453489 28·Oci-1993

MSW

Classes: 35

Owner: Holden Corporation (CY)

Owner: Holden Corporation

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Country: US United States of America								
Trademark Client Status	Case Number	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date	Allomey	
FOXPOWER HOLD Abandoned	3461510076A	74/2/497	03-Feb-1992 1774095	2 1774095	01-Jun-1993		MSW	
Owner: Holden Corporation	Chases: 9							
FOXPOWER PERSONAL (Beta HOLD Copyright Vers.)	3461510076			TXU-526-39	TXU-526-39 18-Mmy-1992		MSW	
Owner: Holden Corporation (CY)								
GUIDELINES FOR DELIVERING VALU-DRIVER WHITE PAPER	3461510211			TX-3-53J-23	TX-3-53J-23 08-Apr-1993		MS	
Owner: Holden Corporation (CY) GUIDELINES FOR IMPLEMENTING THE VALU- DRIVER PROC.	3461510203			TX-3-531-2	TX-3-531-23 08-Apr-1993		MSW	
Owner: Holden Corporation (CY) HOLDEN BUSINESS SALES HOLD Copyright CONSULTING	3461510033			TXU-478-9	TXV-478-94 18-jul-1991		MSW	
Owner: Holden Corporation (CY)							•	
HOLDEN COMPETITIVE HOLD Copyright SALES CONSULTING LEADER GUIDE	3461510033			TX-2-513-3	TX-2-513-33 07-Feb-1989	•	MSW	
Owner: Holden Corporation (CY)							A CW	
HOLDEN CORP ARCH HOLD Copyright ASSMENT 1.0	3461510025			TXU 415-2	TXU 415-26 08-May-1990	č	Mu *	
Osmar: Holden Corporation (CV)								

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US United States of America

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Trademark	Client	Status	Case Number	Application Number	Filing Date	Registration Number	Registration Date	Ronewal Date	Attorney
HOLDEN CORP ARCH ASSMENT 2.0	НОГД	HOLD Capyright	3461510025			TXU418-39 08-Mmy-1990	08-May-1990		WSW
Owner: Holden Corporation (CY)	Š								
HOLDEN CORP SAMPLE PRESEMINAR ARCHITECTURAL ASSESS	HOLD	HOLD Copyrigh	3461510025			TXU 422-97	TXU 422-97 08-May-1990		Mode
Owner: Holden Corporation (CY) HOLDEN CORP SAMPLE H PRESEMINAR ARCHITECTURAL ASSESS	ттон (Д.	') HOLD Copyright	3461510025			TXU 422-97	TXU 422-97 08-May-1990		MSW
Owner: Holden Corporation (CY) HOLDEN INTEGRATED HR- H SALES SYSTEM-MARITIME TIBLE-	HOLD Y)	CY) HOLD Copyright	3461510033			TXU 626-08	TXU 626-08 08-Mar-1994		WSW
Owner: Holden Corporation (CY) HOLDEN POLITICAL H PLANNING PROCESS	TTOH (X)) HOLD Copyright	3461510033			TX-3-541-0	TX-3-541-09 08-Apr-1993	_	MSW
Owner: Holden Corporation (CY) HOLDEN POWER BASE H	-	') HOLD Copyrigh	3461510149			TX-2-513-3	TX-2-513-33 09-Feb-1989	·	MSW
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OPPORTUNITY ANALYSIS

Owner: Holden Corporation (CY)

Owner: Holden Corporation (CY)
ערט הארא SALES HOLD Copyright 3461510033

TX-3-546-24 28-Apr-1993

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PARTNERSHIP GUIDE (Revised)	HOLD	HOLD Copyright	3461510122			TXU 564-57 04-Nov-1991	1991 Nov-1991		MSW
Owner: Holden Corporation (CY)	さ								MSM
PARTNERSHIP SELLING	GTIOH	HOLD Copyright	3461510122			TX-3-195-34 05-Nov-1991	05-Nov-1991		44 CTM
Owner: Holden Corporation (CY)	ざ								
PARTNERSHIP SELLING (Revised)	НОТО	HOLD Copyright	3461510122			TX-3-479-97	TX-3-479-97 08-Feb-1993		MSW
Owner: Holden Corporation (CY)	<u>ਤ</u>								MSW
PERFORMANCE MANAGEMENT TRAINING PARTICIPANT GUIDE	GTOH	HOLD Copyright	3461510033			Тх-3-820-20	TX-3-820-20 13-May-1994		
Owner: Holden Corporation (CY) PERSONAL CURRENCY H TABULATOR	HOLD 7)) HOLD Copyright	3461510130			TX-3-496-48	TX-3-496-48 08-Feb-1993	•	MSW
Owner: Holden Corporation (CY)	3								WSW MAG
PERSONAL CURRENCY TABULATOR	HOLD	HOLD Registered	3461510130	74/301213	3-Aug-l	199 1834601	03-May-1994 U3-May-2004 775 77	(UJ-MBY	Yes a
Owner: Holden Corporation			Classes: 38						NSW COOL
POWER BASE	ПТОН	HOLD Registered	3461510149A	X 74/116200	9-Nov-1	199 1734724	24-Nov-1992 24-Nov-2002 1910 11	1 24-NOV	- 7007
Owner: Holden Corporation			Chasses: Int. Cl. 16 & 41	CJ. 16 & 41					
POWER BASE (Version 1)	HOLD	HOLD Copyright	34615]0149CR1	_		TX- 965-12	TX- 965-125 22-Apr-1982	12	MSW

Owner: Holden Corporation (CY)

Country:

US United States of America

Trademark	Client	Status	Case Number	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date	Allorney
POWER BASE (Version 2) Holden Corporation (CY)	(CX) TOTO	HOLD Copyright	3461510149			TX-1-294-27 12-Jan-1984	12-Jan-1984		MSM
POWER BASE MANAGEMENT IMPLEMENTATION	CTOH	НОLD Соругіды	3461510149			TXU-450-80	TXU-450-80 21-Dec-1990		MSW
Owner: Holden Corporation (CY) POWER BASE MANAGEMENT SYSTEM (PRGM SUPP)	(СХ)) HOLD Copyright	3461510149			TX-5-589-66	TX-5-589-66 27-May-1993		MSW
Owner: Holden Corporation (CY) POWER BASE MANAGEMENT SYSTEM PART. GUIDE	HOLD (CY)) HOLD Copyright	3461510149			TX-4-280-8	TX-4-280-86 30-Apr-1996	_	WSW
Owner: Holden Corporation (CY) POWER BASE SELLING (Rev. HOLD Copyright Ed.)	(CY)	Соругівы	3461510149			TX-3-356-6	TX-3-356-62 26-May-1992	N	MSW
Owner: Holden Corporation (CY) POWER BASE SELLING (Rev. HOLD Copyright Ed.)	(CY) ev. HOLD	СоругідМ	3461510149			TX-3-531-2	TX-3-531-23 08-Apr-1993	ų.	MSM
Owner: Holden Corporation (CY)	(CY)							Ľ	MSW

POWER BASE SELLING LEADER GUID

HOLD Copyright 3461510149

TXU 655-46 12-Dec-1994

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Owner: Holden Corporation (CY)

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	96	TX-4-280-85 30-Apr-1996	TX-4-280-			3461510033) HOLD Copyright	Owner: Holden Corporation (CY) RELATIONSHIP HOLD	2 2
WSW	94	TX-3-802-48 3-May-1994	TX-3-802-4			3461510033	Y) HOLD Copyright	Owner: Holden Corporation (CY) RECRUITING & SELECTION HOLD FACILITATION TRAINING COURSE	S 7 7 9
MSM	7	TX-3-802-48 13-May-1994	TX-3-802-4			3461510033	Copyright	Owner: Holden Corporation (CY) RECRUITING & SELECTION HOLD Copyright FACILITATOR TRAINING COURSE	CO P REP
MSM	_	TX-3-189-62 05-Nov-1991	TX-3-189-66			3461510122	Copyright	Owner: Holden Cosposation (CY) PTNERSHP SELLING:PTNRSP HOLD Copyright POTENTIAL COMPOSITE REPORT	RE PO
MSM	-	TXU 500-49 13-Nov-1991	TXU 500-49			3461510122) НОLD Соругівы	Owner: Holden Corporation (CY) PTNERSHP SELLING: HOLD PARTNERSHIP ANALYSIS SUMMARY	PAT PAT SUIT
MSW		TX-3-925-74 23-Dec-1994	TX-3-925-74			3461510149	Copyright	Owner: Holden Corporation (CY) POWER BASE SELLING HOLD PARTNERSHIP GUIDE	PA
Mo		TXU 617-41 12-Dec-1994	TXU 617-41			3461510149	Copyright	<u>(T10</u>	LE POI
Attorney	Date		Registration Number	Filing Date	Application Number	Case Number	Status	Cilent Trademark	Tra
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Theoday, January 23, 2001 Country: US United States of America Client Trademark Client State RELATIONSHIP HOLD Cop. IMPROVEMENTS SYSTEM	Client HOLD	Country Lists of America Hent Status N HOLD Copyright 3	ist Case Number 3461510033	Application Number	Filing Date	Registration Registration Number Date		Renewal Date	Page: 33 Attorney MSW
Owner: Holden Corporation (CY) ROLM ACCOUNT PLANNING HOLD Copyright GUIDE	; HOLD ;Y)	Copyright	3461510033			TX-2-036-80	TX-2-036-80 23-Mar-1987		
Owner: Holden Corporation (CY) SALES OPPORTUNITY H ANALYSIS	HOLD (A:	') HOLD Copyright	3461510033			TX-3-612-52	TX-3-612-52 01-Jul-1993		
Owner: Holden Corporation (CY) SMARTACT Holden Corporation	OTTOH (X)) HOLD Abandoned	3461530157 X Classes: Int. Cl. 9	75/090687	18-Apr-1996	396			
SMARTSEL Owner: Holden Corporation	HOLL	HOLD Registered	3461510165A1 Classes: Int. Cl. 9	75/090686	18-Apr-19	18-Apr-19962141416	03-Mar-1998 03-Mar-2008 MSW	03-Маг-2	8
sPLAN Owaer: Holden Corporation	НОТД	HQLD Proposed	3461510270			·			
STRATEGIC HUMAN RESOURCE PARTNERING PARTICIPANT	НОГД	HOLD Copyright	3461510033			TX-3-996-1	TX-3-996-19 28-Feb-1995	5	

Tuesday, January 23, 2001	
Country List	

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STRATEGIC HUMAN PRECOURSE RESOURCE PARTNERING Owner: Holden Carporation (CY) HOLD Copyright 3461510033

STRATEGIC VALUE MANAGEMENT IMPLEMENTATION GUIDE HOLD Copyright 3461510033

STRATEGIC VALUE Owaer: Holden Corporation (CY) HOLD Copyright 3461510033

PARTICIPANT DRIVES MANAGEMENT

STRATEGIC VALUE Owaer: Holden Corporation (CY) HOLD Copyright 3461510033

SELLING PARTICIPANT WORKBOOK

Owner: Holden Corporation (CY)

SUPPORT GROUP TEAM HOLD Copyright

3461510130

TX-3-483-73 10-Feb-1993

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TABULATOR

3461510033

Owner: Holden Corporation (CY)

MEMBER CURRENCY

TACTICAL PLANNER TERRITORIAL SALES PLAN HOLD Copyright Owner: Holden Corporation (CY) HOLD Copyright

Owner: Holden Corporation (CY)

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MSW		24-May-1993	TX-3-567-99 24-May-1993			3461510033	HOLD Copyright 3461510033		TERRITORIAL SELLING
	Date	Registration Date	Registration Registration Reserved Number Date Date	Filing Date	Application Number	Case Number	end Status	Client	Trademark
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Page: 35						ist	Country List	ry 23, 2001	Tuesday, January 23, 2001

TERRITORIAL SELLING

HOLD Copyright

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THE TERRITORIAL VALUBASB VALU-DRIVER **VALUBASE SELLING** Owner: Holden Corporation (CY) **PAPER VALU-DRIVER WHITE** APPROACH Owner: Holden Corporation Owner: Holden Corporation (CY) Owner: Holden Corporation (CY) HOLD Registered HOLD Copyright HOLD Copyright HOLD Abandoned 3461510203A 3461510033 3461510173A 3461510211CR3 Classes: 16, 35 74/288592 23-Jun-1992 1830744 74/709758 1-Aug-199 12-Apr-1994 12-Apr-2004 MSW MSW MSW MSW

Owner: Holden Corporation (CY)
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Classes: Int. Cl. 35 & 41

PARTICIPANT GUIDE

Owner: Holden Corporation (CY)

VALUBASE MARKETING HOLD Copyright

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TX-4-249-18 08-Apr-1996

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Owner: Holden Corporation

VALUBASE MANAGEMENT HOLD Copyright

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Owner: Holden Corporation

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VALUBASE MARKETING PARTICH'ANT GUIDE	HOLD Copyright 3461510181	3461510181			TX-4-249-18 08-Apr-1996	08-Apr-1996		18 18	
Owner: Holden Corporation (CY)	(CY)					20 Am. 1996		MSW	
VALUE ACE MARKETING HOLD Conviet 3461510181	HOLD Convrient	3461510181			JX-4-280-80	TX-4-280-86 30-Apr-1776			

Owner: Holden Corporation (CY) VALUBASB SELLING HOLD Copyright 3461510173	VALUBASE MARKETING HOLD Copyright 3461510181 PROCESS INSTALLATION GUIDE
3461510173	3461510181
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VALUBASB SELLING	HOLD Copyright 3461510173	3461510173		
Owner: Holden Corporation (CY)	_D (CX)			
VALUBASE SELLING PARTICIPANT GUIDE	HOLD Copyright 3461510173	3461510173	TX-4-132-01 11-Dec-1995	WSW
Owner: Holden Corporation (CY)	g (CY)		2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2	MSM

Owner: Holden Corporation (CY)	120 60 11-0-5-1095	MSW
VALUBASE SERVICE HOLD Copyright 3461510173 PARTICIPANT GUIDE	1X-4-1/0-30 11-220 1999	
Owner: Holden Corporation (CY)		MSW
VALUE IDENTIFICATION HOLD Proposed 3461510262 WORKSHOP		
WORKSHOP		

Owner: Holden Corporation (CY) Owner: Holden Corporation HOLD Copyright 3461510033 TX-920-780 10-Jul-1982 MSW

VANGUARD

VALUGUIDE HOLD Allowed Owner: Holden Corporation	POWER BASE HOLD Unfiled Owner: Holden Corporation	HOLDEN Owner: Holden Corporation	FOXGUIDE HOLD Unfiled Owner: Holden Corporation	Design: Fox Head HOLD Unfiled Owner: Holden Corporation	Owner: Holden Corporation	ARCHITECTURAL HOLD Abundoned ASSESSMENT	<i>F</i>	Tuesday, January 23, 2001 Cour
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