

12-14-2000

FORM PTO-16
Expires 06/30/99
OMB 0651-0027



101567309

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

MRO
11/22/00

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- Individual General Partnership Limited Partnership
- Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 2194 FRAME: 0614

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s) Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

Number of Properties Enter the total number of properties involved. #

Fee Amount: Fee Amount for Properties Listed (37 CFR 3.41): \$

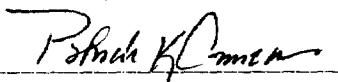
Method of Payment: Enclosed Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)
Deposit Account Number: #

Authorization to charge additional fees: Yes No

Statement and Signature

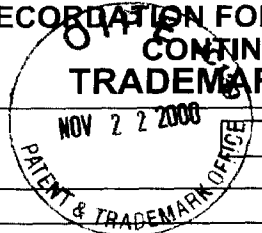
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.


Name of Person Signing


Signature

11-21-00
Date Signed

RECORDATION FORM COVER SHEET
**CONTINUATION
TRADEMARKS ONLY**



Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

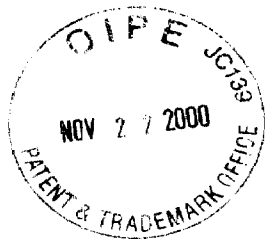
Registration Number(s)

76/058, 595

76/078, 848

76/078, 849

76/111, 215



TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement") is dated as of this ^{17th} day of November, 2000, between MENTOR TECHNOLOGIES GROUP, INC. ("MTG"), a Maryland corporation, MENTOR TECHNOLOGIES PRODUCTS, LLC (formerly known as Mentor Labs, LLC) ("Mentor Products"), MENTOR TECHNOLOGIES LEARNING SOLUTIONS, LLC ("Mentor Solutions") and MENTOR TECHNOLOGIES NETWORK CONSULTING, LLC ("Mentor Consulting"), each a Maryland limited liability company, each with their principal place of business located at 133 National Business Parkway, Annapolis Junction, Maryland 20701 (collectively the "Assignors"), and BANK OF AMERICA, N.A., a national banking association having an office at 10 Light Street, 16th Floor, Baltimore, Maryland 21202 (the "Assignee").

BACKGROUND

The Assignors and Assignees are parties to a certain Revolving Credit and Security Agreement dated June 7, 2000, as amended by a certain Joinder, Assumption, Ratification and Modification Agreement dated November ²⁰, 2000 (as the same may from time to time be further amended, supplemented, extended, restated or otherwise modified, the "Existing Credit Agreement"), pursuant to which the Assignee has made available to the Assignors a revolving credit facility in the principal amount not to exceed \$6,000,000 at any one time outstanding. As security for their obligations under the Existing Credit Agreement, MTG, Mentor Products and Assignee, entered into, among other things, that certain Trademark Security Agreement dated as of June 7, 2000 (the "Existing Pledge"), whereby MTG and Mentor Products pledged to Assignee and granted Assignee a first priority, continuing security interest in and lien on, among other things, all trademark applications and trademarks owned by them.

Pursuant to the Existing Credit Agreement, the Assignors are required to execute and deliver to the Bank from time to time such further instruments and documents as the Bank may require in order to perfect and assure the priority of the Bank's security interest in and lien on all existing as well as all additional trademarks or trademark applications owned, claimed or filed by them.

Pursuant to and subject to the terms and conditions of that certain Term Loan and Security Agreement dated as of even date herewith (as the same from time to time may be amended, supplemented, extended, restated or otherwise modified, the "Term Loan Agreement") by and among the Assignors and the Assignee, the Assignee has agreed to make available to the Assignors collectively a term loan in the principal amount of \$2,500,000 (the "Term Loan"). The Assignors' obligation to repay the Term Loan with interest is evidenced by the Assignors' Term Note of even date herewith in the principal amount of \$2,500,000 (as the same may from time to time be amended, supplemented, extended, restated or otherwise modified, the "Note"). As inducement to the Assignee to enter into the Term Loan Agreement and make the Term Loan available to the Assignors, the Assignors agreed to pledge to the Assignee and grant to the Assignee a continuing security interest in and lien on, among other things, all trademark applications and trademarks of the Assignors, subject and subordinate only to the rights of the Assignee under the Existing Pledge.

As used herein, the term "Other Loan Documents" means collectively the Existing Credit Agreement, the Revolving Credit Note, the Term Loan Agreement, the Note, all guaranties, mortgages, security agreements, debentures, and other documents previously, simultaneously, or hereafter executed and delivered by any of the Assignees or any other party or parties to evidence, secure, or guarantee, or in connection with, the Revolving Credit Facility and the Term Loan.

Capitalized terms used herein without definition shall have the meanings ascribed to them in the Existing Credit Agreement or the Term Loan Agreement (as applicable).

AGREEMENTS

NOW THEREFORE, in consideration of the premises and of the mutual covenants of the parties hereto, and intending to be legally bound hereby, it is hereby agreed as follows:

1. Assignment of Marks. To secure the complete and timely payment and satisfaction of all of the Assignors' Obligations under the Existing Credit Agreement, the Term Loan Agreement and the Other Loan Documents, the Assignors, to the extent of their respective interests, hereby grant, assign and convey to Assignee a security interest in and to all trademark applications, trademarks (whether registered, unregistered or for which any application to register has been filed), service mark applications, service marks (whether registered, unregistered or for which any application to register has been filed) and tradenames owned, held or claimed by them, all of which are listed in Schedule A hereto (as the same may be amended pursuant hereto from time to time), including, without limitation, all renewals thereof and all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights owned by them corresponding thereto throughout the world (all of the foregoing are collectively called the "Marks"), together with the goodwill of the business symbolized by each of the Marks and the registrations (if any) thereof.

2. Warranties and Representations. The Assignors covenant and warrant that: (a) the Assignors are the sole and exclusive owner(s) of the entire right, title and interest in each of the Marks, free and clear of any liens, pledges, assignments or other encumbrances, other than the Existing Pledge; (b) the Assignors have the unqualified right to enter into this Agreement and perform its terms; (c) the Marks are subsisting and have not been adjudged invalid or unenforceable; (d) to the best of each Assignor's knowledge, each of the Marks is valid and enforceable; (e) no claim has been made that the use of any of the Marks does or may violate the rights of any third person; (f) each of the Assignors has used, and, subject to the provisions of Paragraph 7 below, will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Marks; and (g) each of the Assignors has used, and, subject to the provisions of Paragraph 7 below, will continue to use for the duration of this Agreement, consistent standards of quality in its manufacture of products and delivery of services sold or provided under the Marks. The Assignors shall, in any event, indemnify and hold the Assignee harmless from all losses, damages, costs and expenses, including legal costs and counsel fees, incurred by Assignee as the direct or indirect result of any action, claim or demand, whether or not groundless, alleging that the Marks infringe any trademarks held by third parties.

3. Right To Inspect. The Assignors hereby grant to Assignee and its employees and agents the right to visit the Assignors' plants and facilities where products sold or services provided

under any of the Marks are manufactured, inspected stored, or provided, and to inspect and review the products and quality control records relating thereto at reasonable times. The Assignors shall do any and all acts reasonably required by the Assignee to ensure the Assignors' compliance with Paragraph 2(g) above.

4. Right to Benefits. If, before the Obligations shall have been satisfied in full, any of the Assignors shall become entitled to the benefit of any additional trademark or service mark registration, or any renewal or affidavit of any Mark, the provisions of Paragraph 1 shall automatically apply thereto and the Assignors shall give the Assignee prompt written notice thereof.

5. Future Marks. The Assignors hereby authorize the Assignee to modify this Agreement by amending Schedule A to include any future trademarks, service marks or tradenames which are Marks under Paragraph 1 or Paragraph 4 hereof.

6. Default. The term "Default", as used herein, shall mean: (a) a Default under the Existing Credit Agreement, the Term Loan Agreement or Other Loan Documents; and (b) any violation by any of the Assignors of any obligation, agreement, representation, warranty or covenant contained in this Agreement and any modification or amendment hereof which is not waived or cured and remedied within thirty (30) calendar days after notice thereof to the Assignors.

7. Assignors' Right to Use Marks. Unless a Default shall occur and be continuing, the Assignors shall retain the legal and equitable title to the Marks and shall have the right to use the Marks in the ordinary course of its business but shall not be permitted to sell, assign, transfer or otherwise encumber the Marks or any part thereof; provided, however, that nothing herein contained shall prohibit the Assignors from failing to renew or otherwise abandoning any item included within the Marks if, in the Assignors' good judgment, the retention of such item is not material to the proper conduct of its business; provided, however, that Assignors shall give the Assignee ten (10) days' prior written notice of any abandonment or failure to renew of any item included within the Marks.

8. Assignee's Rights As Secured Party. If a Default shall have occurred and be continuing, the Assignee shall have, in addition to all other rights and remedies given it by this Agreement, the Existing Credit Agreement, the Term Loan Agreement and the Other Loan Documents, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Marks may be located and, without limiting the generality of the foregoing, the Assignee may immediately, without demand of performance and without advertisement, sell at public or private sale or otherwise realize upon, in Maryland or elsewhere, the whole or from time to time any part of the Marks, the goodwill and equipment associated therewith, or any interest which the Assignors have therein, and after deducting from the proceeds of said sale or other disposition of the Marks all expenses (including all reasonable expenses for brokers' fees and legal services), shall apply the residue of such proceeds for the payment of the Obligations. Notice of any sale or other disposition of the Marks shall be given to Assignors at least fifteen (15) calendar days before the time of any intended public or private sale or other disposition of the Marks is to be made, which the Assignors hereby agree shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, Assignee may, to the extent permissible under applicable law, purchase the whole or any part of the Marks sold, free from any right of redemption on the part of the Assignors, which right is hereby waived and released.

9. Power of Attorney. If a Default shall have occurred and be continuing, each of the Assignors hereby authorizes and empowers the Assignee to make, constitute and appoint any officer or agent of the Assignee as the Assignee may select in its exclusive discretion, as the Assignors' true and lawful attorney-in-fact, with the power to endorse the Assignors' names on all applications, documents, papers and instruments necessary for the Assignee to use the Marks, or to grant or issue any exclusive or non-exclusive license under the Marks to any third person, or necessary for the Assignee to assign, pledge, convey or otherwise transfer title in or dispose of the Marks, the goodwill and equipment associated therewith, to any third person. The Assignors hereby ratify all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Agreement and coupled with an interest.

10. Termination. At such time as the Assignors shall completely satisfy all of the Obligations and all other liabilities of the Assignors to the Assignee under the Existing Credit Agreement, the Term Loan Agreement and the Other Loan Documents, the Assignee shall execute and deliver to the Assignors all deeds, assignments and other instruments as may be necessary or proper to re-vest in the Assignors the full unencumbered title to the Marks, and the goodwill associated therewith, subject to any disposition thereof which may have been made by the Assignee pursuant hereto.

11. Fees and Expenses of Assignee. If a Default shall have occurred and be continuing, any and all fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses, incurred by the Assignee in connection with the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Marks, or in defending or prosecuting any actions or proceedings arising out of or related to the Marks, shall be borne and paid by the Assignors on demand by the Assignee, and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the highest rate prescribed in the Existing Credit Agreement.

12. Protection of Marks.

(a) Subject only to the first proviso in Section 7 hereof, the Assignors shall take all actions reasonably necessary to protect and defend the Marks and shall institute such proceedings to enforce the Marks as it, in its reasonable business judgment, deems appropriate. The Assignee shall, upon the reasonable request of the Assignors, do any and all lawful acts and execute any and all proper documents in aid of such protection, defense and enforcement, and the Assignors shall promptly, upon demand, reimburse and indemnify the Assignee for all costs and expenses incurred by the Assignee in connection therewith.

(b) If a Default shall have occurred and be continuing, the Assignee shall have the right but shall in no way be obligated to bring suit in its own name to enforce the Marks, in which event the Assignors shall at the request of the Assignee do any and all lawful acts and execute any and all proper documents required by the Assignee in aid of such enforcement, and the Assignors shall promptly, upon demand, reimburse and indemnify the Assignee for all costs and expenses incurred by the Assignee in the exercise of its rights under this Paragraph 12.

13. No Waiver. No course of dealing between the Assignors and the Assignee nor any failure to exercise, nor any delay in exercising, on the part of the Assignee, any right, power or

privilege hereunder or under the Existing Credit Agreement or the Term Loan Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise or the exercise of any other right, power or privilege.

14. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

15. Manufacture and Sale. The parties understand and agree that the collateral security assignment of the Marks as provided for in this Agreement, together with other collateral provided to the Assignee pursuant to the Existing Credit Agreement, the Term Loan Agreement and the Other Loan Documents, will permit the Assignee, upon the happening of an Event of Default as provided herein or therein, to make use of all rights to the Marks, the goodwill associated therewith and certain equipment and machinery as set forth in the Credit Agreement, all of which will permit the Assignee to manufacture and sell the products for which the use of the Marks is associated and maintain substantially the same product specifications and quality as maintained by Assignor.

16. Amendment. This Agreement is subject to modification only by a writing signed by the parties, except as provided in Paragraph 5.

17. Successors and Assigns. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties.

18. Governing Law. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Maryland.

19. JUDICIAL PROCEEDINGS. EACH PARTY TO THIS AGREEMENT AGREES THAT ANY SUIT, ACTION, OR PROCEEDING, WHETHER CLAIM OR COUNTERCLAIM, BROUGHT OR INSTITUTED BY ANY PARTY HERETO OR ANY SUCCESSOR OR ASSIGN OF ANY PARTY, ON OR WITH RESPECT TO THIS AGREEMENT OR THE DEALINGS OF THE PARTIES WITH RESPECT HERETO, SHALL BE TRIED ONLY BY A COURT AND NOT BY A JURY. EACH PARTY HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY SUCH SUIT, ACTION OR PROCEEDING. FURTHER, THE ASSIGNORS WAIVE ANY RIGHT IT MAY HAVE TO CLAIM OR RECOVER, IN ANY SUCH SUIT, ACTION OR PROCEEDING, ANY SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES OTHER THAN, OR IN ADDITION TO, ACTUAL DAMAGES. THE ASSIGNORS ACKNOWLEDGE AND AGREE THAT THIS PARAGRAPH IS A SPECIFIC AND MATERIAL ASPECT OF THIS AGREEMENT AND THAT THE ASSIGNEE WOULD NOT EXTEND CREDIT TO THE ASSIGNORS IF THE WAIVERS SET FORTH IN THIS PARAGRAPH WERE NOT A PART OF THIS AGREEMENT.

20. Counterparts. This Agreement may be executed in any number of duplicate originals or counterparts, each of such duplicate originals or counterparts shall be deemed to be an original and all taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties hereto have executed this Agreement, under seal, the day and year first above written.

WITNESS:

MENTOR TECHNOLOGIES GROUP, INC.

[Handwritten Signature]

By: [Handwritten Signature] (SEAL)
Name: Gerald T. Garland
Title: VP & CFO

WITNESS:

MENTOR TECHNOLOGIES PRODUCTS, LLC

[Handwritten Signature]

By: [Handwritten Signature] (SEAL)
Name: Gerald T. Garland
Title: VP & CFO

WITNESS:

MENTOR TECHNOLOGIES LEARNING SOLUTIONS, LLC

[Handwritten Signature]

By: [Handwritten Signature] (SEAL)
Name: Gerald T. Garland
Title: VP & CFO

WITNESS:

MENTOR TECHNOLOGIES NETWORK CONSULTING, LLC

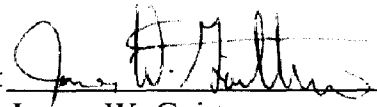
[Handwritten Signature]

By: [Handwritten Signature] (SEAL)
Name: Gerald T. Garland
Title: VP & CFO

WITNESS:



BANK OF AMERICA, N.A.

By:  _____ (SEAL)
James W. Gaitens
Senior Vice President

ACKNOWLEDGMENTS

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this 20 day of November, 2000, before me, the undersigned Notary Public of said State, personally appeared Gerald T. Garland, who acknowledged himself/herself to be a CFO/VP of MENTOR TECHNOLOGIES GROUP, INC., a Maryland corporation, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same for the purposes therein contained as the duly authorized CFO/VP of said corporation by himself/herself as CFO/VP.

WITNESS my Hand and Notarial Seal.

Victoria L. Sallet
Notary Public

My commission expires: 9/30/02

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this 20 day of November, 2000, before me, the undersigned Notary Public of said State, personally appeared Gerald T. Garland who acknowledged himself/herself to be a CFO/VP of MENTOR TECHNOLOGIES PRODUCTS, LLC, a Maryland limited liability company, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same for the purposes therein contained as the duly authorized CFO/VP of said company by himself/herself as CFO/VP.

WITNESS my Hand and Notarial Seal.

Victoria L. Sallet
Notary Public

My commission expires: 9/30/02

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this 20 day of November, 2000, before me, the undersigned Notary Public of said State, personally appeared Cerald T. Carland, who acknowledged himself/herself to be a CFO/VP of MENTOR TECHNOLOGIES LEARNING SOLUTIONS, LLC, a Maryland limited liability company, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same for the purposes therein contained as the duly authorized CFO/VP of said company by himself/herself as CFO/VP.

WITNESS my Hand and Notarial Seal.

Victoria L. Sallet
Notary Public

My commission expires: 9/30/02

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this 20 day of November, 2000, before me, the undersigned Notary Public of said State, personally appeared Cerald T. Carland who acknowledged himself/herself to be a CFO/VP of MENTOR TECHNOLOGIES NETWORK CONSULTING, LLC, a Maryland limited liability company, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same for the purposes therein contained as the duly authorized CFO/VP of said company by himself/herself as CFO/VP.

WITNESS my Hand and Notarial Seal.

Victoria L. Sallet
Notary Public

My commission expires: 9/30/02

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this 20th day of November, 2000, before me, the undersigned Notary Public of said State, personally appeared James W. Gaittens, who acknowledged himself to be the Senior Vice President of BANK OF AMERICA, N.A., a national banking association, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained as the duly authorized Senior Vice President of said association by himself as Senior Vice President.

WITNESS my Hand and Notarial Seal.

Jennifer L. Landis
Notary Public

My commission expires: Oct. 31, 2001

LIST OF TRADEMARK REGISTRATIONS AND PENDING APPLICATIONS*

<u>MARK</u>	<u>REG. NUMBER</u>	<u>REG. DATE</u>
VLAB	2,264,695	July 27, 1999
<u>MARK</u>	<u>SERIAL NUMBER</u>	<u>FILING DATE</u>
VLAB and Design	75/899,463	January 19, 2000
V and Design	75/908,478	February 2, 2000
VAUTHOR	75/908,479	February 2, 2000
IT'S NOT WHAT YOU KNOW BUT WHAT YOU CAN DO	75/936,438	March 6, 2000
GET YOUR SKILLS ON OUR GEAR	76/013,544	March 30, 2000
VOFFER	76/013,566	March 30, 2000
VCARD	76/040,074	May 3, 2000
VPOWERED	76/01,431	May 23, 2000
HEADS UP	76/054,978	May 23, 2000
REAL LABS	76/058,595	May 30, 2000
MENTOR TECHNOLOGIES	76/078,848	June 28, 2000
REAL LEARNING FOR A VIRTUAL WORLD	76/078,849	June 28, 2000
MENTOR TECHNOLOGIES	76/111,215	August 17, 2000
with design		
Filled in the European Community:		
VLAB	CTM No. 1815943	August 18, 2000