

Tab settings: ⇄⇄



To the Honorable Commissioner of Patents

red original documents or copy thereof.

1. Name of conveying party(ies):

102017408

Name(s) of receiving party(ies):

Maritz Inc.

Name: Bank of America, N.A., as Collateral Agent

3-15-02

Internal Address: Mail Code IL1-231-08-30

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

Street Address 231 S. LaSalle Street

City: Chicago State IL Zip: 60697

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

Individual(s) citizenship:

3. Nature of conveyance:

Association National Banking Association

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

General Partnership

Limited Partnership

Corporation State

Other

Execution Date: 3/6/02

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached?  Yes  No

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

A. Trademark Application No.(s)

B. Trademark Registration No(s):

See Schedule A attached hereto and made a part hereof.

See Schedule A attached hereto and made a part hereof.

Additional numbers attached?  Yes  No

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

6. Total number of applications and registrations involved: 99

Name: Terri Branson

Internal Address: Lewis, Rice & Fingersh, L.C.

7. Total fee (37 CFR 3.41) \$ 2490.00

Enclosed

Authorized to be charged to deposit account

Street Address: 500 N. Broadway, Suite 2000

8. Deposit account number:

City: St. Louis State: MO Zip: 63102

(Attach duplicate copy of this page if paying by deposit account)

RECEIVED  
2002 MAR 15 PM 9:23  
ASSIGNMENT SERVICES  
DIVISION

03/15/2002 DBYRNE 00000189 1556057

DO NOT USE THIS SPACE

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02 FC:482

40.00 OP  
2450.00 OP

9. Statement and signature.

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

Terri Branson

3/12/02

Name of Person Signing

Signature

Date

Total number of pages comprising cover sheet: 4

Mail documents to be recorded with required cover sheet information to:  
Commissioner of patents & Trademarks, Box Assignments  
Washington, DC 20231

**Schedule A**

<b>Trademark</b>	<b>Registration Number</b>	<b>Application Date</b>	<b>Application Number</b>	<b>Country</b>
ACCESS 800	1,556,057	12/30/1988		United States
ACTION	1,279,170	11/12/1981		United States
AMERIPOLL	1,481,861	8/10/1987		United States
APEX		1/13/2000	75/895,782	United States
ASAP	1,492,539	9/10/1987		United States
BRAND INSURANCE		10/20/2000	76/151,136	United States
CALLOGIX Logo		6/1/2000	76/061,325	United States
CERTSOURCE	2,158,398	12/13/1996		United States
Consolidated Operating & Reporting Environment Core (words and design)	1,964,007	2/10/1996		United States
Consolidated Operating & Reporting Environment Core (words only)	1,951,092	2/10/1995		United States
CORE Discovery	2,011,025	2/8/1995		United States
COST REDUCTION 2000	1,920,100	6/10/1994		United States
DEALERPULSE		11/14/2001	76/337,879	United States
DELVE		8/10/2000	76/107,147	United States
DELVE and D Logo		10/6/2000	76/143,107	United States
EBUSINESS THAT FILES		1/26/2000	75/903,696	United States
EM stylized logo		7/14/2000	76/089,340	United States
EMARITZ		9/24/1999	75/808,131	United States
ENVOY		5/2/2001	76/250,161	United States
ENVOY logo		5/2/2001	76/249,915	United States
EPM ENTERPRISE PERFORMANCE MANAGEMENT		9/17/2001	76/313,196	United States
EQUEST plus Design	2,505,558	4/27/2000		United States
E-VALUATOR		9/8/1999	75/794,690	United States
EXCELLENCE	1,572,341	4/17/1989		United States
EXCELLENCE AND DESIGN	1,353,211	4/2/1984		United States
EXCLUSIVELY YOURS	1,349,928	3/26/1984		United States
EXCLUSIVELY YOURS	2,214,505	11/6/1997		United States
GREAT PURSUITS	1,863,332	6/14/1993		United States
GTM	2,393,847	8/25/1997		United States
HEYBRIDGE		5/18/2000	76/052,300	United States
HEYBRIGE & Design		6/5/2000	76/062,656	United States
IDEASYSTEM	1,322,618	5/29/1984		United States
IMMEDIATE REWARDS MADE EASY	2,081,062	3/25/1996		United States

IMPACCT	1,771,150	3/14/1991		United States
IMPACT		7/9/2001	76/282,050	United States
INSTA-BID	1,462,193	10/3/1986		United States
INSTA-DATA	1,455,702	1/28/1987		United States
INTERNET LOGO	1,771,908	10/13/1992		United States
JOURNEY HAWAII	1,325,032	11/18/1982		United States
JOURNEY HAWAII [STATE OF HAWAII FICTITIOUS NAME REGISTRATION]	141,544	7/7/1982		United States
LIBRIX	2,442,870	5/30/2000		United States
LIBRIX	2,457,272	5/30/2000		United States
LOYALTY MARKETING SYSTEM	1,690,457	11/29/1990		United States
M AND DESIGN	1,397,909	10/11/1985		United States
MAGNET		8/3/2000	76/102,218	United States
MAKING CONNECTIONS		6/20/2001	76/273,812	United States
MAKING QUALITY CONNECTIONS		6/20/2001	76/273,809	United States
MAPPS	1,333,540	3/21/1983		United States
MARGI	1,964,208	05/03/1995		United States
MARITRACS	2,066,999	5/15/1996		United States
MARITZ	810,573	8/24/1964		United States
MARITZ	1,438,291	10/18/1985		United States
MARITZ	747,058	3/10/1961		United States
MARITZ STATS	1,619,507	3/27/1989		United States
MARITZ STATS and Design		10/22/2001	76/328,144	United States
MARITZGROUPGETAWAYS		2/7/2002	76/368,404	United States
MAVERICK	2,360,821	10/22/1998		United States
McGettigan Partners Logo (Service Mark) (words and design)	2,225,510	2/23/1999		United States
MEETINGHQ		9/27/2000	76/136,707	United States
MINDABILITY	2,496,076	8/9/2000		United States
MMRI	1,491,444	9/18/1987		United States
MORE THAN MEASUREMENT	1,750,363	4/27/1992		United States
MPV	1,403,461	6/19/1985		United States
MTCENTRAL	2,496,985	9/24/1999		United States
NATIONAL AWARD HEADQUARTERS	993,515	9/13/1973		United States
NEXTREND	2,211,627	12/13/1996		United States
NORTH STAR	2,355,561	12/13/1996		United States
ONE		11/9/2001	76/336,220	United States
OptiMiser		2/11/2002	76/369,207	United States
PERFORMANCE	1,741,632	2/3/1992		United States

IMPROVEMENT IS OUR BUSINESS				
P.I. +		8/10/1998	75/533,772	United States
PREFERENCES	2,118,917	3/25/1996		United States
Q AND DESIGN	1,503,222	1/20/1988		United States
QCS	1,718,628	8/29/1991		United States
QCS NAMESOURCE		11/26/1998	75/595,791	United States
QUALITY CONTROLLED SERVICES	1,030,254	4/21/1975		United States
QUICK PRO		8/15/2001	76/299,758	United States
QUICKCALL SYSTEM	2,185,277	4/29/1996		United States
RUN THROUGH THE WAREHOUSE	1,634,313	8/25/1989		United States
SERVING CORPORATE TRAVEL NEEDS WORLDWIDE	1,697,129	6/22/1990		United States
SPEAKBACK!	2,043,280	2/14/1996		United States
THE CARD THAT NEVER SENDS A BILL	2,127,237	1/8/1997		United States
THE MARITZ PERFORMANCE SYSTEM	2,397,091	3/1/1999		United States
THE SMART SOURCE FOR DATA COLLECTION	2,217,188	10/14/1997		United States
THE STUFF DREAMS ARE MADE OF	2,083,601	6/10/1996		United States
TRAINED CONSUMER	1,702,061	11/21/1990		United States
TQ3		10/4/2001	76/321,483	United States
TQ3 (logo)		4/16/2001	76/241,548	United States
TQ3 TRAVEL SOLUTIONS (Block)		10/4/2001	76/321,495	United States
TRAVELOGON		9/24/1999	75/808,130	United States
Ultimate Incentives (words only)	2,105,351	10/11/1996		United States
VIRTUAL CUSTOMERS	2,122,049	5/9/1995		United States
VIRTUAL REWARDS		9/27/1996	75/172,920	United States
WACAM		1/23/2001	76/198,321	United States
WHAT AMERICA CARES ABOUT MOST		1/23/2001	76/198,310	United States
YC & DESIGN	2,136,658	6/6/1996		United States
YOUR BUSINESS TO EBUSINESS		1/26/2000	75/903,695	United States
YOUR CHOICE	2,248,461	6/3/1996		United States
YOUR REWARDS		10/25/2001	76/330,377	United States

## Trademark Security Agreement Addendum to Security Agreement

This Addendum is effective as of the date below and is incorporated into the Security Agreement dated March 6, 2002 between Maritz Inc. ("Debtor") and Bank of America, N.A., as Collateral Agent for itself, the Administrative Agent, and the Creditors ("Secured Party") (the "Agreement"). This Addendum is subject to the terms of the Agreement, and the Agreement is deemed to contain the terms of this Addendum to the same extent as if this Addendum were included in the Agreement at the time the Agreement was executed.

1. **Grant of Security Interest.** As security for the full and prompt payment and performance of all of the Secured Obligations, Debtor hereby grants to Secured Party a Security Interest in Debtor's entire right, title and interest in and to the Trademark Collateral. As used herein, "Trademark Collateral" means: all of Debtor's right, title and interest in and to all of its now owned or existing, filed and unfiled, and hereafter acquired or arising, filed and unfiled, trademarks, service marks, trademark and service mark registrations, trade names, and trademark and service mark applications, including each name, mark, registration, and application listed on Schedule A attached hereto and made a part hereof (as the same may be amended pursuant hereto from time to time), and (i) renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due or payable with respect thereto, including damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, (iv) all rights, title, and interests corresponding thereto throughout the world (except that Debtor is not obligated to register the Trademark Collateral in any country other than the United States), and (v) the good will of Debtor's business connected with the use of each item of Trademark Collateral, and symbolized by, the Trademark Collateral.

2. **Representations and Warranties.** Debtor represents and warrants as follows:

2.1. Schedule A contains a complete and accurate list of all trademarks, trade names, service marks, trademark and service mark registrations, and applications for trademark and service mark registrations owned by Debtor as of the date of this Addendum.

2.2. Debtor is the sole and exclusive owner of the Trademark Collateral, free and clear of any Security Interests, charges, encumbrances and, to Debtor's knowledge, claims of infringement upon the rights of third parties and encumbrances, except Security Interests in favor of Secured Party or Permitted Security Interests and as otherwise disclosed in Schedule A.

2.3. Debtor has not granted any license, release, covenant not to sue, or non-assertion assurance to any Person with respect to any part of the Trademark Collateral, except as otherwise disclosed in Schedule A (and except for (i) licenses to a Subsidiary which has granted to Secured Party a Security Interest in all of its personal property and assets, or executed an agreement satisfactory to Secured Party which terminates such Subsidiary's rights under such license upon Secured Party's request from and after the occurrence of an Event of Default which has not been waived in writing, and (ii) in the ordinary course of Debtor's business, consistent with prior practices, the grant to customers of Debtor and its Subsidiaries (and customers of such customers) of the right to use Trademark Collateral on a non-exclusive basis in connection with their business relationships with Debtor and its Subsidiaries).

2.4. The Trademark Collateral is subsisting and has not been adjudged invalid or unenforceable, and, to Debtor's knowledge, each item comprising the Trademark Collateral is

valid and enforceable in the United States.

**2.5.** Debtor is duly authorized to execute and deliver this Agreement to Secured Party, and this Agreement constitutes the legal, valid and binding obligation of Debtor, enforceable against Debtor in accordance with its terms, except as such enforceability may be limited by (a) bankruptcy, insolvency or other similar laws affecting creditors' rights generally and (b) general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

**3. Subsequently Acquired Trademark Collateral.** Debtor agrees that, should it obtain an ownership interest in any trademark, service mark, trade name, trademark or service mark registration, or application for trademark or service mark registration which is not now identified in Schedule A, (i) Debtor will give written notice thereof to Secured Party (which notice shall be sent quarterly along with Debtor's financial statements), (ii) the provisions of Section 1 of this Addendum will automatically apply to any such mark, registration, and application, and (iii) any such mark, registration, and application, together with the good will of the business connected with the use of the mark and symbolized by it, will automatically become part of the Trademark Collateral.

**4. Protection of Trademark Collateral.** With respect to any Trademark Collateral necessary to the conduct of Debtor's business, Debtor agrees to take all necessary steps in any proceeding before the United States Patent and Trademark Office or any similar office or agency in any other country or any political subdivision thereof, or in any court, to maintain each such registered trademark, service mark, and trademark and service mark registration, in each case to the extent Debtor in good faith deems appropriate in the exercise of its reasonable business judgment. Debtor agrees to pursue each application for trademark and service mark registration now or hereafter included in the Trademark Collateral, including the filing of applications for renewal, the payment of maintenance fees, and participation in opposition, interference and infringement proceedings, in each case to the extent Debtor in good faith deems appropriate in the exercise of its reasonable business judgment. Debtor agrees to take corresponding steps with respect to each new or other registered trademark, service mark, trademark and service mark registration to which Debtor is now or later becomes entitled, in each case to the extent Debtor in good faith deems appropriate in the exercise of its reasonable business judgment. Debtor will be relieved of the obligations of this Section 4 upon the prior written consent of Secured Party, which consent will not be unreasonably withheld. Debtor is not obligated under this Section 4 to apply for the registration of any item of the Trademark Collateral with any government trademark office or agency outside of the United States. If Debtor becomes aware that any item of the Trademark Collateral is infringed or misappropriated by a third party, Debtor will promptly notify Secured Party and will take such actions as Debtor in good faith deems appropriate in the exercise of its reasonable business judgment under the circumstances to protect such Trademark Collateral. Debtor will continue to use reasonable and proper statutory notice in connection with its use of each registered trademark and service mark. Debtor will not: (i) sell, assign (by operation of law or otherwise), grant a license in or with respect to, or otherwise dispose of any of the Trademark Collateral, except (a) to the extent not prohibited by any of the Creditor Documents and (b) for licenses to a Subsidiary which has granted to Secured Party a Security Interest in all of its personal property and assets, or executed an agreement satisfactory to Secured Party which terminates such Subsidiary's rights under such license upon Secured Party's request from and after the occurrence of an Event of Default which has not been waived in writing, and in the ordinary course of Debtor's business, consistent with prior practices, the grant to customers of Debtor and its Subsidiaries (and customers of such customers) of the right to use Trademark Collateral on a non-exclusive basis in connection with their business relationships with Debtor and its Subsidiaries, (ii) create or suffer to exist

any Security Interest or other charge or encumbrance upon or with respect to any of the Trademark Collateral except for Permitted Security Interests and as otherwise disclosed in Schedule A, or (iii) take any other action in connection with any of the Trademark Collateral that would materially impair the value of the interests or rights of Debtor thereunder.

**5. Authorization of Secured Party.** Debtor hereby authorizes Secured Party to file one or more financing or continuation statements, and amendments thereto (and hereto as to Schedule A), relative to all or any part of the Trademark Collateral, or subsequent additions thereto, without the signature of Debtor where permitted by Law. A carbon, photographic or other reproduction of this Agreement or any financing statement covering the Trademark Collateral or any part thereof is sufficient as a financing statement where permitted by Law. Debtor agrees that from time to time, at its expense, it will promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary in order (i) to continue, perfect, amend or protect the assignment and the Security Interest granted hereby or (ii) to enable Secured Party to exercise and enforce its rights and remedies hereunder with respect to any part of the Trademark Collateral. Without limiting the generality of the foregoing, Debtor will execute and file such instruments or notices as may be necessary or as Secured Party may reasonably request, in order to perfect and preserve the assignment and Security Interest granted hereby. If Debtor fails to perform any of its obligations contained herein, Secured Party may perform, or cause performance of, such obligations, and the reasonable expenses of Secured Party incurred in connection therewith will be payable by Debtor and be secured pursuant to the terms of this Agreement. In addition to any other designation of Secured Party as attorney-in-fact for Debtor in this Agreement, Debtor hereby irrevocably appoints Secured Party as Debtor's attorney-in-fact, with full authority in Debtor's place, stead and on behalf of Debtor and in Debtor's names or otherwise, from time to time in Secured Party's reasonable discretion, to take any action and to execute any instrument that Secured Party deems reasonably necessary to accomplish the purposes of this Agreement, including from and after the occurrence of an Event of Default which has not been waived in writing: (i) to ask, demand, collect, sue for, recover, compromise, receive and give acquittance and receipts for moneys due and to become due under or in respect of any of the Trademark Collateral, (ii) to receive, endorse, and collect any drafts or other instruments, documents and chattel paper, in connection with clause (i) above, and (iii) to file any claims, take any action, or institute any proceedings that Secured Party may deem necessary for the collection of any of the Trademark Collateral or otherwise to enforce its rights and the rights of Administrative Agent and the Creditors with respect to any of the Trademark Collateral.

**6. Secured Party's Duties.** The powers conferred on Secured Party hereunder are solely to protect its interest in the Trademark Collateral and do not impose any duty upon Secured Party to exercise any such powers or to pay any royalties or related charges with respect to the Trademark Collateral. Except for the accounting for moneys actually received by it hereunder, Secured Party has no duty as to any Trademark Collateral, or as to the taking of any steps to preserve rights against other parties or any other rights pertaining to any Trademark Collateral.

**7. Remedies.** From and after the occurrence of any Event of Default which has not been waived in writing, in addition to all other rights and remedies of Secured Party under the Creditor Documents and at law or in equity:

**7.1.** Secured Party may exercise in respect of the Trademark Collateral, in addition to other rights and remedies provided for herein or otherwise available to Secured Party, Administrative Agent or the Creditors, all the rights and remedies of a secured party on default under the UCC (whether or not the UCC applies to the affected Trademark Collateral) and also may: (i) as

provided in Section 5 of this Addendum exercise any and all rights and remedies of Debtor under or otherwise in respect of the Trademark Collateral, (ii) require Debtor to, and Debtor hereby agrees that it will at its expense and upon request of Secured Party, assemble all or any part of the documents embodying the Trademark Collateral as directed by Secured Party and make them available to Secured Party at a place to be designated by Secured Party which is reasonably convenient to both Secured Party and Debtor, (iii) license, sell or otherwise dispose of the Trademark Collateral or any part thereof, in one or more lots, at public or private sale, at any of Secured Party's offices or elsewhere, for cash, credit or other consideration, and upon such other terms as are commercially reasonable. In the event of any sale, assignment, or other disposition of any of the Trademark Collateral, the good will of the business connected with and symbolized by any Trademark Collateral subject to such disposition will be included, and Debtor will supply to Secured Party or its designee Debtor's know-how and expertise relating to the provision of services associated with any Trademark Collateral subject to such disposition, and Debtor's customer lists and other records relating to such Trademark Collateral, and to the distribution of such services. To the extent notice to Debtor of the time and place of any public sale or the time after which any private sale is to be made is required to be reasonable, 10 Business Days constitutes reasonable notice. Secured Party will not be obligated to make any sale of any Trademark Collateral regardless of notice of sale having been given. Secured Party may adjourn any public or private sale therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned. Secured Party, Administrative Agent, or any Creditor may bid and become a purchaser at any such sale, if public. Upon any sale, Secured Party may transfer, assign and deliver some or all of the Trademark Collateral to the purchaser at any such sale and may collect and receive the proceeds of such sale and shall apply such proceeds in the manner provided in the Intercreditor Agreement.

7.2. All payments received by Debtor under or in connection with any of the Trademark Collateral will be received in trust for the benefit of Secured Party, Administrative Agent and the Creditors, will be segregated from other funds of Debtor, and will be immediately paid over to Secured Party in the same form as so received.

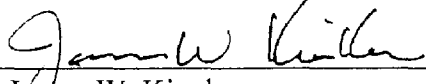
*[signature page follows]*



Dated and effective as of March 6, 2002.

“Debtor”

MARITZ INC.

By:   
Name: James W. Kienker  
Title: Senior Executive Vice President,  
Chief Financial Officer and Treasurer

“Secured Party”

BANK OF AMERICA, N.A., as  
Collateral Agent

By: \_\_\_\_\_  
Name: David A. Johanson  
Title: Vice President

Dated and effective as of March 6, 2002.

“Debtor”

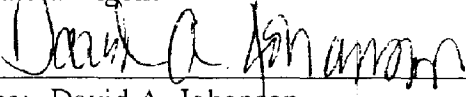
MARITZ INC.

By: \_\_\_\_\_

Name: James W. Kienker  
Title: Senior Executive Vice President,  
Chief Financial Officer and Treasurer

“Secured Party”

BANK OF AMERICA, N.A., as  
Collateral Agent

By:  \_\_\_\_\_

Name: David A. Johanson  
Title: Vice President

STATE OF MISSOURI )  
 ) SS.  
City OF ST. LOUIS )

On this 6th day of March, 2002, before me personally appeared James W. Kienker, to me personally known, who, being by me duly sworn, did say that he is the Senior Executive Vice President, Chief Financial Officer and Treasurer of MARITZ INC., a Missouri corporation, and that said instrument was signed in behalf of said corporation, by authority of its board of directors; and said James W. Kienker acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand in the City and State aforesaid, the day and year first above written.

Terril L. Branson  
Notary Public

My Commission expires:



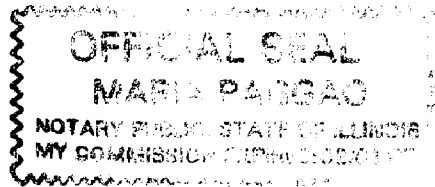
STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

On this 6th day of March, 2002 before me personally appeared David A. Johanson, to me personally known, who, being by me duly sworn, did say he is a Vice President of BANK OF AMERICA, N.A., a national banking association, and that said instrument was signed in behalf of said association by authority of its Board of Directors; and said Vice President acknowledged said instrument to be the free act and deed of said association.

IN TESTIMONY WHEREOF, I have hereunto set my hand in the County and State aforesaid, the day and year first above written.

Maria Paggas  
Notary Public

My Commission expires: 2/1/05



**Schedule A  
to Trademark Security Agreement Addendum**

<b>Trademark</b>	<b>Registration Number</b>	<b>Application Date</b>	<b>Application Number</b>	<b>Country</b>
360 Degrees in Circle Design	2174375	8/8/1998		United Kingdom
ACCESS 800	1,556,057	12/30/1988		United States
ACTION	1,279,170	11/12/1981		United States
AMERIPOLL	1,481,861	8/10/1987		United States
APEX		1/13/2000	75/895,782	United States
ASAP	1,492,539	9/10/1987		United States
BON BONUS	1,270,422	7/1/1982		France
BRAND INSURANCE		10/20/2000	76/151,136	United States
BRANDWORKS and Diamond Logo	B1489287	1/29/1992		United Kingdom
CallLogix and Design		6/12/2000	1062761	Canada
CALLOGIX Logo		6/1/2000	76/061,325	United States
CERTSOURCE	2,158,398	12/13/1996		United States
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DEALERPULSE		11/14/2001	76/337,879	United States
DELVE		2/19/2001	1,093,233	Canada
DELVE	001822733	8/14/2000		European Union
DELVE	697,067	2/20/2001		Mexico
DELVE		8/10/2000	76/107,147	United States
DELVE and D Logo		10/6/2000	76/143,107	United States
DELVE Logo		2/19/2001	1,093,230	Canada
DELVE Logo		2/5/2001	002079655	European Union
DELVE Logo	709810	2/20/2001		Mexico
eMARITZ	001571942	3/23/2000		European Union
EBUSINESS THAT FILES		1/26/2000	75/903,696	United States
EM stylized logo	858281	11/23/2000		Australia
EM stylized logo		11/22/2000	1,083,571	Canada
EM stylized logo		12/8/2000	001992585	European Union
EM stylized logo		12/19/2000	2000-136157	Japan
EM stylized logo	693,357	11/28/2000		Mexico

EM stylized logo	699,666	11/28/2000		Mexico
EM stylized logo	492,085	1/4/2001		Switzerland
EM stylized logo		7/14/2000	76/089,340	United States
EMARITZ	831754	4/13/2000		Australia
EMARITZ		5/25/2000	1,060,642	Canada
EMARITZ	4,520,319	6/6/2000		Japan
EMARITZ	655176	4/17/2000		Mexico
EMARITZ	655177	4/17/2000		Mexico
EMARITZ	492,063	1/4/2001		Switzerland
EMARITZ		9/24/1999	75/808,131	United States
ENVOY		6/25/2001	824042514	Brazil
ENVOY		4/30/2001	1,101,784	Canada
ENVOY		4/30/2001	002217438	European Union
ENVOY	711,915	6/28/2001		Mexico
ENVOY		5/2/2001	76/250,161	United States
ENVOY logo		6/26/2001	824045475	Brazil
ENVOY logo		4/30/2001	1,101,785	Canada
ENVOY logo		4/30/2001	002217487	European Union
ENVOY logo		6/28/2001	493251	Mexico
ENVOY logo		5/2/2001	76/249,915	United States
EPM ENTERPRISE PERFORMANCE MANAGEMENT		9/17/2001	76/313,196	United States
EQUEST plus Design		9/21/2000	2,307,819	Argentina
EQUEST plus Design		10/18/2000	1,079,030	Canada
EQUEST plus Design		9/18/2000	001857341	European Union
EQUEST plus Design		9/20/2000	448,487	Mexico
EQUEST plus Design	2,505,558	4/27/2000		United States
EQUEST plus Design		9/20/2000	17236/00	Venezuela
E-VALUATOR		9/8/1999	75/794,690	United States
EXCELLENCE	1,572,341	4/17/1989		United States
EXCELLENCE AND DESIGN	1,353,211	4/2/1984		United States
EXCLUSIVELY YOURS	409,569	2/17/1992		Canada
EXCLUSIVELY YOURS	000279216	6/25/1996		European Union
EXCLUSIVELY YOURS	1,349,928	3/26/1984		United States
EXCLUSIVELY YOURS	2,214,505	11/6/1997		United States
EXCLUSIVEMENT POUR VOUS	486,814	4/17/1996		Canada
EXCLUSIVEMENT VOTRE	96643201	9/26/1996		France
GREAT PURSUITS	1,863,332	6/14/1993		United States
GTM	742909	9/2/1997		Australia
GTM	531,389	7/24/1997		Canada

GTM		7/24/1997	604041	European Union
GTM	B08309	11/14/1997		Hong Kong
GTM	B08310	11/14/1997		Hong Kong
GTM	B08311	11/14/1997		Hong Kong
GTM	B08312	11/14/1997		Hong Kong
GTM	B10627/1999	11/14/1997		Hong Kong
GTM	B08313	11/14/1997		Hong Kong
GTM	4351304	2/23/1998		Japan
GTM	4361240	2/23/1998		Japan
GTM	189320	8/25/1997		Norway
GTM		7/3/1997	7887/97	Singapore
GTM		7/3/1997	7889/97	Singapore
GTM		7/3/1997	7890/97	Singapore
GTM		7/3/1997	T97/7891H	Singapore
GTM	T97/07892F	7/3/1997		Singapore
GTM	97/12732	8/21/1997		South Africa
GTM	97/12733	8/21/1997		South Africa
GTM	97/12734	8/21/1997		South Africa
GTM	97/12735	8/21/1997		South Africa
GTM	97/12736	8/21/1997		South Africa
GTM	97/12737	8/21/1997		South Africa
GTM	453050	9/2/1997		Switzerland
GTM	189127	9/11/1997		Turkey
GTM	189985	9/11/1997		Turkey
GTM	2,393,847	8/25/1997		United States
HEYBRIDGE		5/18/2000	76/052,300	United States
HEYBRIDGE & Design		6/5/2000	76/062,656	United States
IDEASYSTEM	410,205	3/11/1992		Canada
IDEASYSTEM	484,937	11/24/1994		Mexico
IDEASYSTEM	1,322,618	5/29/1984		United States
IDEASYSTEM AND DESIGN	1,324,078			United Kingdom
IMMEDIATE REWARDS MADE EASY	2,081,062	3/25/1996		United States
IMPACCT	1,771,150	3/14/1991		United States
IMPACT		7/9/2001	76/282,050	United States
INSTA-BID	1,462,193	10/3/1986		United States
INSTA-DATA	1,455,702	1/28/1987		United States
INTERNET	451,188	12/6/1988		Benelux
INTERNET	387,665	8/10/1990		Canada
INTERNET	775,331	9/30/1993		China
INTERNET	55,749	4/24/1979		Egypt
INTERNET	1,519,402	4/5/1979		France
INTERNET	1,019,548	4/9/1979		Germany
INTERNET	63,567	5/15/1979		Greece

INTERNET	A03338/1992	10/22/1990		Hong Kong
INTERNET	134,114	3/9/1989		Ireland
INTERNET	373,476	4/17/1979		Italy
INTERNET	2,253,226	10/3/1990		Japan
INTERNET	MA/6970/90	10/25/1990		Malaysia
INTERNET	233,268	4/18/1979		Mexico
INTERNET	301,056	5/5/1979		Switzerland
INTERNET	1366884	12/13/1988		United Kingdom
INTERNET AND DESIGN	4124042	7/10/1996		Japan
INTERNET LOGO	1,771,908	10/13/1992		United States
JOURNEY HAWAII	1,325,032	11/18/1982		United States
JOURNEY HAWAII [STATE OF HAWAII FICTITIOUS NAME REGISTRATION]	141,544	7/7/1982		United States
LIBRIX	2,442,870	5/30/2000		United States
LIBRIX	2,457,272	5/30/2000		United States
LOYALTY MARKETING SYSTEM	1,690,457	11/29/1990		United States
M AND DESIGN	SM7355	6/19/1997		Thailand
M AND DESIGN	SM7356	6/19/1997		Thailand
M AND DESIGN	1,397,909	10/11/1985		United States
M Logo	197/657952	1/3/1997		France
MAGNET		12/1/2000	823446972	Brazil
MAGNET		11/15/2000	1,082,729	Canada
MAGNET		12/7/2000	001991314	European Union
MAGNET	687,931	11/16/2000		Mexico
MAGNET		8/3/2000	76/102,218	United States
MAKING CONNECTIONS		6/20/2001	76/273,812	United States
MAKING QUALITY CONNECTIONS		6/20/2001	76/273,809	United States
MAPPS	1,333,540	3/21/1983		United States
MARGI	1,964,208	05/03/1995		United States
MARITRACS	2,066,999	5/15/1996		United States
MARITZ	404,888	3/7/1984		Australia
MARITZ	859809	12/7/2000		Australia
MARITZ	B375,160	5/6/1982		Australia
MARITZ	57,207	1/9/1971		Benelux
MARITZ	464,470	7/25/1989		Benelux
MARITZ	154,695	7/20/1966		Canada
MARITZ	6090/1990	7/31/1989		Denmark
MARITZ	1,475,787	7/8/1988		France
MARITZ	809,920	12/21/1964		Germany
MARITZ	1,053,553	5/5/1982		Germany
MARITZ	95,172	8/11/1989		Greece

MARITZ	06192/1999	1/1/1998		Hong Kong
MARITZ	12098/1998	1/9/1998		Hong Kong
MARITZ	135,464	7/27/1989		Ireland
MARITZ	462,122	12/5/1984		Italy
MARITZ	16,696	5/14/1973		Jamaica
MARITZ	194,471	9/12/1974		Mexico
MARITZ	206,699			Mexico
MARITZ	181,121	5/2/1988		New Zealand
MARITZ	181,122	5/2/1988		New Zealand
MARITZ	4-1997-117557	2/3/1997		Philippines
MARITZ	4-1997-117558	2/3/1997		Philippines
MARITZ	257,780R	8/11/1989		Portugal
MARITZ	257,781S	8/11/1989		Portugal
MARITZ	700,650	1/27/1973		Spain
MARITZ	554,504	2/7/1968		Spain
MARITZ	349,625			Switzerland
MARITZ	1,301,754			United Kingdom
MARITZ	1,301,753			United Kingdom
MARITZ	810,573	8/24/1964		United States
MARITZ	1,438,291	10/18/1985		United States
MARITZ	747,058	3/10/1961		United States
MARITZ STATS	1,619,507	3/27/1989		United States
MARITZ STATS and Design		10/22/2001	76/328,144	United States
MARITZGROUPGETAWAYS		2/7/2002	76/368,404	United States
MAVERICK	2,360,821	10/22/1998		United States
McGettigan Partners Logo (Service Mark) (words and design)	2,225,510	2/23/1999		United States
McGettigan Partners Logo	TMA 528,585			Canada
McGettigan Partners Logo (Community Service Mark)			814988	Europe
MEETINGHQ		11/6/2000	1,081,603	Canada
MEETINGHQ		11/14/2000	001952878	European Union
MEETINGHQ		3/8/2001	474,797	Mexico
MEETINGHQ		9/27/2000	76/136,707	United States
MINDABILITY	2,496,076	8/9/2000		United States
MMRI	1,491,444	9/18/1987		United States
MORE THAN MEASUREMENT	1,750,363	4/27/1992		United States
MPV	312,811	5/3/1985		Mexico
MPV	1,403,461	6/19/1985		United States
MTCENTRAL	2,496,985	9/24/1999		United States



NATIONAL HEADQUARTERS AWARD	993,515	9/13/1973		United States
NEXTREND	2,211,627	12/13/1996		United States
NORTH STAR	2,355,561	12/13/1996		United States
ONE		11/9/2001	76/336,220	United States
OptiMiser		2/11/2002	76/369,207	United States
PERFORMANCE IMPROVEMENT IS OUR BUSINESS	1,741,632	2/3/1992		United States
P.I. +		8/10/1998	75/533,772	United States
PREFERENCES	2,118,917	3/25/1996		United States
Q AND DESIGN	1,503,222	1/20/1988		United States
QCS	1,718,628	8/29/1991		United States
QCS NAMESOURCE		11/26/1998	75/595,791	United States
QUALITY CONTROLLED SERVICES	1,030,254	4/21/1975		United States
QUICK PRO		8/15/2001	76/299,758	United States
QUICKCALL SYSTEM	2,185,277	4/29/1996		United States
REWARDS IN STORE	1,330,069			United Kingdom
REWARDS UNLIMITED	1,518,493	11/12/1992		United Kingdom
RUN THOUGH THE WAREHOUSE	1,634,313	8/25/1989		United States
SERVING CORPORATE TRAVEL NEEDS WORLDWIDE	1,697,129	6/22/1990		United States
SPEAKBACK!	2,043,280	2/14/1996		United States
STYLIZED M Design		2/3/1997	117556	Philippines
STYLIZED M Design		2/3/1997	117555	Philippines
THE CARD THAT NEVER SENDS A BILL	2,127,237	1/8/1997		United States
THE MARITZ PERFORMANCE SYSTEM	2,397,091	3/1/1999		United States
THE SMART SOURCE FOR DATA COLLECTION	2,217,188	10/14/1997		United States
THE STUFF DREAMS ARE MADE OF	2,083,601	6/10/1996		United States
TRAINED CONSUMER	1,702,061	11/21/1990		United States
TQ3		4/25/2001	1,100,720	Canada
TQ3		9/27/2001	1,117,056	Canada
TQ3		6/5/2001	530.349	Chile
TQ3		10/1/2001	509494	Mexico
TQ3		10/4/2001	76/321,483	United States
TQ3 (logo)		4/16/2001	2.334.741	Argentina
TQ3 (logo)		4/16/2001	823745260	Brazil
TQ3 (logo)		4/17/2001	1029753	Colombia

TQ3 (logo)		4/27/2001	2001-3076	Costa Rica
TQ3 (logo)		4/24/2001	113036	Ecuador
TQ3 (logo)		4/25/2001	482353	Mexico
TQ3 (logo)	26931	4/26/2001		Peru
TQ3 (logo)		4/16/2001	76/241,548	United States
TQ3 TRAVEL SOLUTIONS (Block)		10/4/2001	76/321,495	United States
TQ3 TRAVEL SOLUTIONS (Logo)		4/11/2001	6138/01	Venezuela
TRAVELOGON		9/24/1999	75/808,130	United States
Ultimate Incentives (words only)	2,105,351	10/11/1996		United States
UNIQUEMENT POUR VOUS	418,597	3/11/1992		Canada
VIAJES MARITZ	213,170	3/14/1975		Mexico
VIRTUAL CUSTOMERS	2,122,049	5/9/1995		United States
VIRTUAL REWARDS		9/27/1996	75/172,920	United States
WACAM		1/23/2001	76/198,321	United States
WHAT AMERICA CARES ABOUT MOST		1/23/2001	76/198,310	United States
YC & DESIGN	2,136,658	6/6/1996		United States
YOUR BUSINESS TO E- BUSINESS		5/31/2000	001683309	European Union
YOUR BUSINESS TO EBUSINESS		1/26/2000	75/903,695	United States
YOUR CHOICE	2,248,461	6/3/1996		United States
YOUR REWARDS		10/25/2001	76/330,377	United States