

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
GLOBAL 360, INC.		03/31/2006	CORPORATION: TEXAS
GLOBAL 360 BGS, INC.		03/31/2006	CORPORATION: TEXAS

RECEIVING PARTY DATA

Name:	WELLS FARGO FOOTHILL, INC., as Agent
Street Address:	2450 Colorado Avenue
Internal Address:	Suite 3000 West
City:	Santa Monica
State/Country:	CALIFORNIA
Postal Code:	90404
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Serial Number:	78856478	
Serial Number:	78856457	
Serial Number:	78856437	
Serial Number:	78856406	
Serial Number:	78856385	
Registration Number:	2961661	EISTREAM
Registration Number:	1611085	FORMBUILDER
Registration Number:	2442561	KOFILE
Registration Number:	2442559	KOFILE
Registration Number:	2442557	KOFILE
Registration Number:	2442555	KOFILE
Registration Number:	2442563	KOFILE

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Registration Number:	2442560	KOFILE
Registration Number:	2442558	KOFILE
Registration Number:	2442556	KOFILE
Registration Number:	2442554	KOFILE
Registration Number:	2442562	KOFILE
Registration Number:	2000226	PROCESS ARCHITECT
Registration Number:	2033870	ROUTEBUILDER
Registration Number:	1510769	VIEWSTAR

CORRESPONDENCE DATA

Fax Number: (213)830-8743
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 213-680-6400
Email: kimberley.lathrop@bingham.com
Correspondent Name: Kimberley Lathrop c/o Bingham McCutchen
Address Line 1: 355 South Grand Avenue
Address Line 2: Suite 4400
Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	3004422.0000318377
NAME OF SUBMITTER:	Kimberley A. Lathrop
Signature:	/kimberley a. lathrop/
Date:	04/11/2006

Total Attachments: 16
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Trademark Security Agreement") is made this 31st day of March, 2006, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **WELLS FARGO FOOTHILL, INC.**, in its capacity as Agent for the Lender Group (together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of March 31, 2006 (as amended, restated, supplemented or otherwise modified from time to time, including all schedules and exhibits thereto, the "Credit Agreement") by and among the lenders identified on the signature pages thereof (such lenders, together with their respective successors and permitted assigns, are referred to hereinafter each individually as a "Lender" and collectively as the "Lenders"), Agent, Global 360, Inc., a Texas corporation and successor in interest to Merger Sub (as defined in the Credit Agreement) ("Global 360"), each of Global 360's Subsidiaries identified on the signature pages thereof (such Subsidiaries, together with Global 360, are referred to hereinafter each individually as a "Borrower", and individually and collectively, jointly and severally, as the "Borrowers"), and Longhorn Holding Corp., a Delaware corporation, the Lender Group is willing to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group, that certain Security Agreement dated March 31, 2006 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement and/or the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, for the benefit of the Lender Group, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and rights in and to Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations, extensions, modifications and renewals of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or

any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section 4, Grantors hereby authorize Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GLOBAL 360, INC.,
a Texas corporation

By: 

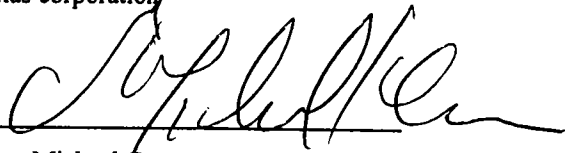
Name: Michael Crosno

Title: President and CEO

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
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GLOBAL 360 BGS, INC.,
a Texas corporation

By: 

Name: Michael Crosno

Title: President and CEO

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 003286 FRAME: 0447

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO FOOTHILL, INC.,
a California corporation,
as Agent

By: *C. MacDonald*

Name: Cheri MacDonald

Title: Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Country	Mark	Application/ Registration No.
Global 360, Inc.	US	<i>eiStream</i>	2961661
eiStream Technologies, Inc.	Australia	<i>eiStream</i>	935845
eiStream Technologies, Inc.	Benelux	<i>eiStream</i>	0720050
eiStream Technologies, Inc.	China	<i>eiStream</i>	3401958
eiStream Technologies, Inc.	France	<i>eiStream</i>	023196374
eiStream Technologies, Inc.	Germany	<i>eiStream</i>	30257996
eiStream Technologies, Inc.	United Kingdom	<i>eiStream</i>	2316770
Global 360, Inc.	US	FORMBUILDER	1611085
Global 360, Inc.	US	KOFILE (Class 9)	2442561
Global 360, Inc.	US	KOFILE (Class 16)	2442559
Global 360, Inc.	US	KOFILE (Class 40)	2442557
Global 360, Inc.	US	KOFILE (Class 41)	2442555

Grantor	Country	Mark	Application/ Registration No.
Global 360, Inc.	US	KOFILE (Class 42)	2442563
Global 360, Inc.	US	(Class 9)	2442560
Global 360, Inc.	US	(Class 16)	2442558
Global 360, Inc.	US	(Class 40)	2442556
Global 360, Inc.	US	(Class 41)	2442554
Global 360, Inc.	US	(Class 42)	2442562
Global 360, Inc.	US	PROCESS ARCHITECT	2000226
Global 360, Inc.	US	ROUTEBUILDER	2033870
Global 360, Inc.	US	VIEWSTAR	1510769
eiStream Technologies, Inc.	Canada	VIEWSTAR	439670
eiStream Technologies, Inc.	Canada		434612
eiStream Technologies, Inc.	Norway	VIEWSTAR	175272
eiStream Technologies, Inc.	Spain	VIEWSTAR	1925625
eiStream ViewStar, Inc.	Sweden	VIEWSTAR	312082
Global 360, Inc.	US	G360	78856478
Global 360, Inc.	US	GLOBE DESIGN	78856457
Global 360, Inc.	US	GLOBAL 360 OPTIMIZING BUSINESS PROCESSES & DESIGN	78856437
Global 360, Inc.	US	GLOBAL 360 AND GLOBE DESIGN	78856406
Global 360, Inc.	US	GLOBAL 360	78856385

Trade Names

eiSolutions, Inc.

eiStream, Inc.

eiStream ViewStar, Inc.

eiStream WMS, Inc.

eiStream Acquisition, Inc. (incorporated, then merged with eiStream, Inc. [DE] with Texas entity surviving and changing name to eiStream, Inc.)

eiStream Acquisition Sub., Inc.

eiStream Services, Inc.

eiStream Government Solutions, Inc.

eiStream Technologies, Inc.

eiStream, LLC

eiStream Keyfile, Inc.

Lexign, Inc.

eiStream Identitech, Inc.

Global 360, Inc.

Global 360 BGS, Inc.

Global 360, LLC

Global 360 Keyfile, Inc.

Cape Visions, Inc.

Common Law Trademarks

Global 360

Global 360 design

Optimizing Business Processes

G360 Core Product	Packaging Variations	Platform Variations and Integrations (if Applicable)
G360 Business Optimization Server		
G360 Business Optimization Server (BOS)	<ul style="list-style-type: none"> • Analytics • Simulation • Modeling • Orchestration 	
G360 Enterprise Products		
G360 Enterprise NX	<ul style="list-style-type: none"> • Process Manager • Process Manager + Information Manager • High Availability • Storage Manager (Optical) • Storage Manager (Magnetic) • Storage Manager (Centera) 	
G360 Enterprise EX	<ul style="list-style-type: none"> • Process Manager • Information Manager • Casefolder • High Availability • Archive Manager (Optical) • Archive Manager (Magnetic) • Archive Manager (Centera) 	
G360 Case Manager	<ul style="list-style-type: none"> • Process Manager • Information Manager • Casefolder • High Availability • Storage Manager (Optical) • Storage Manager (Magnetic) • Storage Manager (Centera) • Content Broker (to EX) • Content Broker (to 1.x) • Content Broker (to Reports Manager) 	
G360 Enterprise EM	<ul style="list-style-type: none"> • Process Manager + Information Manager • Forms Manager • Storage Manager (Optical) • Storage Manager (Magnetic) • Storage Manager (Centera) 	

G360 Core Product	Packaging Variations	Platform Variations and Integrations (if Applicable)
	<ul style="list-style-type: none"> Records Manager (OEM from MDY) 	

G360 Core Product	Packaging Variations	Platform Variations and Integrations (if Applicable)
G360 Component Products		
G360 Imaging Server 1.x	<ul style="list-style-type: none"> Imaging Server Optical Server 5-1/4" Optical Server 12" 	For AIX For HP-UX For Solaris For Microsoft
G360 Reports Manager	<ul style="list-style-type: none"> Reports Manager Server AFP to PDF Windows Transform Metacode to PDF Windows Transform PDF to PNX Windows Transform AFP to TIFF Windows Transform PCL to PDF Windows Transform Postscript to PDF Windows Transform PDF to PDF Windows Transform AFP to PDF AIX Transform Metacode to PDF AIX Transform PDF to PNX AIX Transform AFP to TIFF AIX Transform PCL to PDF AIX Transform Postscript to PDF AIX Transform PDF to PDF AIX Transform AFP to PDF Solaris Transform Metacode to PDF Solaris Transform PDF to PNX Solaris Transform AFP to TIFF Solaris Transform PCL to PDF Solaris Transform Postscript to PDF Solaris Transform PDF to PDF Solaris Transform Windows to Unix Upgrade Surcharge Optical Server 5-1/4" Optical Server 12" 	AIX HP-UX Solaris Microsoft
G360 Scan Manager	<ul style="list-style-type: none"> QA/QC Desktop Low Volume Medium Volume High Volume 	For G360 Enterprise NX For G360 Enterprise EX For G360 Case Manager For G360 Enterprise EM

G360 Core Product	Packaging Variations	Platform Variations and Integrations (if Applicable)
G360 Records Manager	OEM from IBM per Agreement Executed 4/28/2005	For G360 Enterprise NX For G360 Case Manager For G360 Enterprise EX (scheduled Q2'2006)
G360 Release Script for Ascent Capture		For G360 Enterprise NX For G360 Enterprise EX For G360 Case Manager
G360 Imaging for Windows		

G360 Core Product	Packaging Variations	Platform Variations and Integrations (if Applicable)
G360 Work Management Products		
KoVIS	<ul style="list-style-type: none"> • Base Server Module Network • Enhanced Server Module • Basic Data Entry Module • Automated Data Entry Module • External Database Interface Module • Batch Scanning Module • Web Client Module • Computer Output Module • Retrieval API Module • Request Processor API Module • Micrographic Module • Request Processor • Kodak DAW External Folder Module • Kodak DAW Hybrid Update Module • Kodak IMS Workstation Interface • Test System • Base Server Module • Enhanced Server Module • Basic Data Entry Module • Automated Data Entry Module • External Database Interface Module • Batch Scanning Module • Computer Output Module • Micrographics Module 	

G360 Core Product	Packaging Variations	Platform Variations and Integrations (if Applicable)
Keyfile	<ul style="list-style-type: none"> • Keyfile Software • Keyfile Scanner • Keyfile Optical - Single Drive • Keyfile Optical - Jukebox Level 2 • Keyfile Optical - Jukebox Level 3 • Keyfile Optical - Jukebox Level 4 • Keyfile Optical - Jukebox Level 5 • Keyfile Optical - Jukebox Level 6 • Keyfile Optical - Jukebox Level 7 • Keyfile Optical - Jukebox Level 8 • Keyfile Optical - Upgrade Single Drive • Keyfile Optical - Upgrade Jukebox Level 2 • Keyfile Optical - Upgrade Jukebox Level 3 • Keyfile Optical - Upgrade Jukebox Level 4 • Keyfile Optical - Upgrade Jukebox Level 5 • Keyfile Optical - Upgrade Jukebox Level 6 • Keyfile Optical - Upgrade Jukebox Level 7 • Keyfile Optical - Upgrade Jukebox Level 8 	
Keyflow	<ul style="list-style-type: none"> • Keyflow Software • Keyflow Metrics Builder • Keyflow Software Upgrade • Keyflow Additional Server 	
Kodak Imagemink Application Services (IAS)	<ul style="list-style-type: none"> • Index Management Facility • Request Processor • Single Application • Multiple Application • PC Request Processor 	For CICS/MVS/VSE For IMS For AS/400 For PCLan
Kodak Imagemink Business Solutions (IBS)	<ul style="list-style-type: none"> • 	
Kodak Datacapture Information System (KDIS)	<ul style="list-style-type: none"> • 	
Kodak KAR	<ul style="list-style-type: none"> • 	

G360 Core Product	Packaging Variations	Platform Variations and Integrations (if Applicable)
Information System 6500		
Kofile Hostlink for Micrographics	•	For Attachmate For Rumba

SouthTech Products

Marriage SQL (1)

Online Marriage License Application System (1)

ClerkDocs (2)

Online FBN Application System for County Clerks (3)

Cashiering/Fee Accounting System (4)

Land Docs System (5)

20-Day Notice (3)

Vital Documents System (3)

e-Filing and ExamDocs Workflow Manager (ER) (6)

Grantor/Grantee (7)

e-Agenda System (only 1 version exists)

Agenda Works System (8)

Financial Interest Disclosure System (Disclosure Docs) (only 1 version exists)

Elections Campaign Filing and Disclosure System (Campaign Docs) (9)

Assessor Building Permit Data Transfer System (BPDT) (10)

- (1) San Mateo version, Los Angeles County version and Texas version
- (2) Orange County and Fresno versions
- (3) Orange County and San Mateo version
- (4) Production version installed in Orange County, Fresno and San Mateo (as installed) and Texas version
- (5) Version installed in San Mateo and the Texas version
- (6) Version installed in Orange County and Work in Progress (Phase III)
- (7) Version installed in Orange County
- (8) Orange County, City of Inglewood, City Hemet (work in progress), City of Artesia, City of Dana Point, City of Monrovia (work in progress)
- (9) Installed version in Orange County, Fresno, San Mateo and Contra Costa and a work in progress version

(10) Orange County version (not supported anymore) and San Mateo version

Trademarks Not Currently In Use

eiStream (with design)

Kofile (with design)

ViewStar (with design)

Trademark Licenses

Patented Technology Covered by "FileNet" and "Levine" Patents:

Eastman Kodak Company and FileNET Corporation resolved patent infringement litigation by Kodak against FileNET involving the so-called "FileNet Patents" and the so-called "Levine Patents" (all of which have been transferred to the Company), pursuant to a Confidential Settlement Agreement, License Agreement and Release, effective as of June 30, 2001. The terms of the settlement are confidential and may not be disclosed to third parties, and were disclosed to the Company only after its intervention in the then-pending lawsuit and subject to its agreement not to further disclose the same. Although the Company is prohibited from disclosing the terms of the settlement, we believe we are within our rights to advise a prospective purchaser of the FileNet Patents and the Levine patents that neither the Company nor any subsequent owner of those patents has any rights to sue upon or claim infringement of those patents by FileNET Corporation. For purposes hereof: (a) "FileNet Patents" means U.S. Patent Nos. 4,587,633; 4,918,588; 4,932,026; 5,113,393; 5,129,061; and any foreign counterparts of the foregoing; and (b) "Levine Patents" means U.S. Patent Nos. 5,060,135; 5,231,578; 5,442,795; 5,625,833; and any foreign counterparts of the foregoing.

Existing Wang Licenses:

While the Company does not have copies of the documents described in the table below, it has reason to believe (and has operated under the belief) that the following are the third party rights, subject to which Kodak purchased the Wang patent portfolio in 1997 in connection with its acquisition of the Wang Software Business Unit:

Third Party	Date	Nature/Scope of License
Hewlett Packard	November 1984	Broad cross license under entire Wang patent portfolio for data processing/data communications products and services
IBM	January 1, 1987	License to make, use, sell semiconductor apparatus in IBM licensed products
Texas Instruments	June 22, 1992	License to create PCs, peripherals, graphic display systems; expired January, 2002
Kodak	March 17, 1997	Covenant not to sue related to Kodak's purchase of the Wang SBU

Settlement and License Agreement, dated December 29, 1998, between Unisys Corporation and Eastman Software N.Y., Inc.

Master Software Alliance Agreement between Wang Laboratories, Inc. and Microsoft Corporation dated April 11, 1995.

Amendment One to License Agreement between Wang Laboratories, Inc. and Microtek Laboratories, Inc. dated as of September 30, 1996.

Cross Licenses:

Eastman Kodak Company. In connection with the acquisition of assets of Eastman Software, Inc. in August 2000, the Company granted Eastman Kodak Company ("Kodak") a non-exclusive license to the software object and source code of the products acquired, as updated from time to time, for purposes of using it in different products developed by Kodak for the healthcare market. Kodak has never requested an update. In addition, Kodak was granted back a non-exclusive license to use the transferred patented technology in products other than the software acquired by the Company, and the Company was granted a non-exclusive license to use other patented technology of Kodak in the software products acquired including derivative works or products. The patents transferred to the Company in the acquisition were granted subject to the foregoing license to Kodak, as well as any other licenses theretofore granted by Kodak and Wang Laboratories (the original owner of the patents).

Kofile, Inc. In September 2000, a Subsidiary of the Company acquired from Tyler Technologies, Inc. the business and assets of its wholly-owned Kofile, Inc. subsidiary, including ownership of 11 patents related to the Kofile software products.

Tyler had acquired these patents and products from Kodak in June 1998. As a part of the transaction between Tyler and Kodak, Tyler granted back to Kodak a non-exclusive license for use of the object code of the acquired software by Kodak and its customers outside North and South America, as well as to use of the source and object code for commonly used routines contained in the acquired software that are not specific to the business application of the software and are used to perform functions or support hardware devices that facilitate development of proprietary software products.

Cape Visions: In connection with the purchase of the capital stock of Cape Visions, Inc. ("CV"), the Company acquired CV's analytic and simulation software, forms of which have been further developed for use in the Company's Business Process Optimization server, and its license arrangements for that software with FileNet, Pegasystems, Fujitsu and Tower Technologies.

The Fujitsu and Tower agreements grant non-exclusive licenses to bundle CV's Vision Monitor (analytics) and Vision Forecaster (simulation) software as an integrated part of specified products of Fujitsu and Tower, for which royalties and maintenance fees are payable to Cape Visions as specified in the VAR agreements. Cape Visions is required to provide maintenance and new version releases developed by it. All development of these software products by the Company is being performed by the Company, not CV, for its own benefit and the Company believes it is not required to share its developments with CV's former customers).

Under the FileNet consulting agreement, CV did extensive work to modify its analytic and simulation software and integrate its functionality into the eProcess software of FileNet, and CV granted to FileNet a non-exclusive, royalty free license to the resulting code base/work product provided by CV under the agreement. CV has no continuing maintenance or updating obligations to FileNet. Under that agreement, CV agreed not to deliver its analytics software to Staffware and Documentum for 18 months after delivery and acceptance of that software by FileNet, or its simulation software to Staffware, IBM, Documentum and OpenText for 24 months after delivery and acceptance of that software by FileNet. These restrictive periods have elapsed and are no longer in effect.

Under the Pegasystems agreements, CV granted to Pegasystems a non-exclusive, non-transferable, royalty bearing license to the CV simulation software in both object and source code. In addition, CV provided consulting services to Pegasystems to develop interfaces, GUIs, program code and documentation for use in the simulation front-end GUI or to interact between the Pegasystems product and the simulation software of CV. Pegasystems retained ownership of the so-called "front-end" code, and CV retained ownership of and licensed to Pegasystems its simulation software. Pegasystems also has a right to use of other simulation GUI, OLAP interfaces and XML schemata included in other products of CV or produced by it or Robert Shapiro. (NOTE: all development of the "front-end" or GUI for the software products of the Company is being performed by the Company, not CV or Robert Shapiro).

Other:

Agreement, dated March 21, 2000, by and between Eastman Software, Inc. and Sharp Laboratories of America, Inc.

Eastman Software, Inc. Product License and Distribution Agreement for Imaging for Windows Professional Edition Software, dated July 30, 1997, by and between Eastman Software, Inc. and Fujitsu Computer Products of America, Inc., as amended by Amendment No. 1 thereto, dated June 30, 1998, and Amendment No. 2 thereto, dated August 3, 1998.