

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
CGI NORTH AMERICA, INC.		09/20/2006	CORPORATION: NEW JERSEY
CUNNINGHAM GRAPHICS INTERNATIONAL, INC.		09/20/2006	CORPORATION: NEW JERSEY

RECEIVING PARTY DATA

Name:	BANK OF AMERICA, N.A.
Street Address:	335 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	National Banking Association:

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	2990585	CLIENTNET
Registration Number:	2671443	KITBUILDER

CORRESPONDENCE DATA

Fax Number: (212)440-4401
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 212 440-4400
 Email: gerald.taylor@bipc.com
 Correspondent Name: Gerald Taylor, Esq.
 Address Line 1: One Chase Manhattan Plaza
 Address Line 2: 35th Floor
 Address Line 4: New York, NEW YORK 10005

ATTORNEY DOCKET NUMBER:	43575/92 TM RECORDAL
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CH \$65.00 2990585

NAME OF SUBMITTER:	Gerald Taylor
Signature:	/Gerald Taylor/
Date:	06/18/2007

Total Attachments: 15

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PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

THIS PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT ("Agreement"), dated as of September 20 2006, is entered into between CGI North America, Inc. and Cunningham Graphics International, Inc., each a New Jersey corporation, (individually, a "Debtor" and collectively, the "Debtors") and BANK OF AMERICA, N.A., a national banking association ("BA" or "Lender"), in light of the following:

A. The Lender and the Debtors are, contemporaneously herewith, entering into that certain Loan and Security Agreement dated as of the date hereof among the Lender and the Debtors (the "Credit Agreement") and other instruments, documents and agreements contemplated thereby or related thereto (collectively, together with the Credit Agreement, the "Loan Documents"); and

B. The Debtors are the owners of certain intellectual property, identified below, in which the Debtors are granting a security interest to the Lender.

NOW, THEREFORE, in consideration of the mutual promises, covenants, conditions, representations, and warranties hereinafter set forth and for other good and valuable consideration, the parties hereto mutually agree as follows:

1. Definitions and Construction.

(a) Definitions. The following terms, as used in this Agreement, have the following meanings:

"Code" means the New York Uniform Commercial Code, as amended and supplemented from time to time, and any successor statute.

"Collateral" means:

(i) Each of the marks, rights and interests which are capable of identifying the source or designating the origin of goods or services which are presently, or in the future may be, owned, created, or acquired by the Debtors, in whole or in part, and all rights with respect thereto throughout the world, including, without limitation:

(A) all trademarks, service marks, designs, logos, indicia, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, and other words, terms, names, symbols, devices, business identifiers, and any combination thereof;

(B) all rights to renew and extend such rights and, to the extent not otherwise included, all payments under insurance, or any indemnity, warranty, or guaranty payable by reason of loss of damage to or otherwise with respect to

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Collateral; and

(C) all associated goodwill of the business in which the mark is used;

(ii) Each of the patents and patent applications which are presently, or in the future may be, owned, issued, or acquired, by the Debtors, in whole or in part, and all patent rights with respect thereto throughout the world, including, without limitation, all foreign filing rights, and rights to extend such patents and patent rights;

(iii) All of Debtors' right, title, and interest in and to the registrations of and applications for marks listed on Schedule A attached hereto, as the same may be updated hereafter from time to time, together (in each case) with all associated goodwill of the business in which the mark is used;

(iv) All of Debtors' right, title, and interest in and to the patents and patent applications listed on Schedule B, attached hereto, as the same may be updated hereafter from time to time;

(v) All of Debtors' right to register marks under any state, federal, or foreign trademark law or regulation and to apply for, renew, and extend the registrations and rights thereunder, the right (without obligation) to sue or bring opposition or cancellation proceedings in the name of any Debtor or in the name of the Lender for past, present, future, and anticipated infringements and dilutions of such marks, registrations, and rights and all rights (but not obligations) corresponding thereto in the United States and any foreign country, and the associated goodwill;

(vi) All of Debtors' right, title, and interest in all patentable inventions, right to file applications for patents under federal patent law or regulation or law or regulation of any foreign country, right to request re-examination and/or re-issue of the patents, right (without obligation) to sue or bring interference proceedings in the name of any Debtor or in the name of the Lender for past, present, and future infringements of the patents, and all rights (but not obligations) corresponding thereto, in the United States and any foreign country;

(vii) All of Debtors' (i) original works of authorship fixed in any tangible medium of expression and all registrations and recordings thereof, including, without limitation, applications, registration and recordings in the United States Copyright Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivisions thereof, all whether now owned or hereafter acquired by any Debtor, including, but not limited to, those described on Schedule C and (ii) all reissues, extensions or renewals thereof and all licenses thereof;

(viii) All general intangibles relating to the foregoing; and

(ix) All proceeds of any and all of the foregoing (including, without

limitation, license royalties and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance, or any indemnity, warranty, or guaranty payable by reason of loss or damage to or otherwise with respect to the Collateral.

(b) Construction. Unless the context of this Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, and the term "including" is not limiting. The words "hereof," "herein," "hereby," "hereunder," and other similar terms refer to this Agreement as a whole and not to any particular provision of this Agreement. Any initially capitalized terms used but not defined herein shall have the meaning set forth in the Credit Agreement. Any reference herein to any of the Loan Documents includes any and all alterations, amendments, extensions, restatements, modifications, renewals, or supplements thereto or thereof, as applicable. Neither this Agreement nor any uncertainty or ambiguity herein shall be construed or resolved against the Lender or the Debtors, whether under any rule of construction or otherwise. On the contrary, this Agreement has been reviewed by each Debtor, the Lender, and their respective counsel and shall be construed and interpreted according to the ordinary meaning of the words used so as to accomplish fairly the purposes and intentions of the Lender and the Debtors.

2. Grant of Security Interest. Debtors hereby grant to the Lender a first-priority security interest in, and conditionally assigns, but does not transfer title, to the Lender, all of Debtors' right, title, and interest in and to the Collateral to secure the Obligations.

3. Representations, Warranties and Covenants. Each Debtor hereby represents, warrants, and covenants that:

(a) (i) A true and complete schedule setting forth all federal and state registrations of marks owned by such Debtor, together with a summary description and full information in respect of the filing or issuance thereof and expiration dates, is set forth on Schedule A;

(ii) A true and complete schedule setting forth all patent and patent applications owned by such Debtor, together with a summary description and full information in respect of the filing or issuance thereof and expiration dates, is set forth on Schedule B;

(iii) A true and complete schedule setting forth all copyright registrations owned by such Debtor, together with a summary description and full information in respect of the registration, filing or issuance thereof and expiration dates, is set forth on Schedule C.

(b) To the best of each Debtor's knowledge as of the date hereof, each of the patents, marks, copyrights and registrations of marks and copyrights is valid and enforceable, and the Debtors are not presently aware of any past, present, or prospective

claim by any third party that any of the patents, marks or copyrights is invalid or unenforceable, or that the use of any patents or marks or copyrights violates the rights of any third person, or of any basis for any such claims except as set forth on Schedule A, or Schedule B or Schedule C, as the case may be.

(c) Except as set forth on Schedule D attached hereto, Debtors are the sole and exclusive owner of the entire and unencumbered right, title, and interest in and to each of the patents, patent applications, marks, mark registrations, copyrights and copyright registrations, free and clear of any liens, charges, and encumbrances, including, without limitation, pledges, assignments, licenses, shop rights, and covenants by Debtors not to sue third persons;

(d) Debtors have used and will continue to use proper statutory notice in connection with its use of each of the patents, registered marks, copyrights and copyright registrations;

(e) Debtors have used and will continue to use consistent standards of high quality (which may be consistent with the Debtor's past practices) in the sale and delivery of products and services sold or delivered under or in connection with the patents, marks and copyrights, including, without limitation and to the extent applicable, in the operation and maintenance of its merchandising operations, and will continue to maintain the validity of the patents, marks and copyrights where the failure to do so maintain would have a Material Adverse Effect;

(f) Except for the filing of financing statements as contemplated by the Loan Documents and filings with the United States Patent and Trademark Office and the United States Copyright Office necessary to perfect the security interests created hereunder with respect to domestic patents, trademarks and copyrights, no authorization, approval, or other action by, and no notice to or filing with, any U.S. governmental authority or regulatory body is required either for the grant by a Debtor of the security interest hereunder or for the execution, delivery, or performance of this Agreement by a Debtor or for the perfection of or the exercise by the Lender of its rights hereunder in and to the Collateral in the United States.

4. **After-Acquired Patent, Copyright or Trademark Rights.** If any Debtor shall obtain or create rights to any new marks or copyrights, any new patentable inventions, or become entitled to the benefit of any patent application or patent for any reissue, divisional, or continuation, of any patent, the provisions of this Agreement shall automatically apply thereto. Debtors shall give prompt notice in writing to the Lender with respect to any such new marks, copyrights and patents, and to the renewal or extension of any registration of a mark or copyright. Debtors shall bear any expenses incurred in connection with future patent applications and registrations of marks and copyrights.

5. **Litigation and Proceedings.** Debtors shall commence and diligently prosecute in its own name (or, if necessary, a predecessor's name), as the real party in

interest, for its own benefit, and at its own expense, such suits, administrative proceedings, or other actions for infringement or other damages as are in its reasonable business judgment necessary to protect the Collateral. Debtors shall provide to the Lender any information with respect thereto requested by the Lender. The Lender shall provide at Debtors' expense all necessary cooperation in connection with any such suits, proceedings, or actions, including, without limitation, joining as a necessary party provided that Debtors are not responsible for the Lender's attorneys' fees if the Lender voluntarily chooses to become a party to any suit. Following any Debtor becoming aware thereof, such Debtor shall notify the Lender of the institution of, or any adverse determination in, any proceeding in the United States Patent and Trademark Office, or any United States, state, or foreign court regarding such Debtor's claim of ownership in any of the patents, marks or copyrights, the Debtor's right to apply for the same, or its right to keep and maintain such ownership and rights in the marks, patents and copyrights.

6. **Power of Attorney.** Each Debtor grants the Lender power of attorney, having the full authority, and in the place of, such Debtor and in the name of such Debtor exercisable from time to time following an Event of Default, and in the Lender's discretion following such an Event of Default, to take any action and to execute any instrument which the Lender may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation:

(a) To endorse such Debtor's name on all applications, documents, papers, and instruments necessary for the Lender to use or maintain the Collateral;

(b) To ask, demand, collect, sue for, recover, impound, receive, and give acquittance and receipts for money due or to become due under or in respect of any of the Collateral;

(c) To file any claims or take any action or institute any proceedings that the Lender may deem necessary or desirable for the collection of any of the Collateral or otherwise to enforce the Lender's rights with respect to any of the Collateral and to assign, pledge, convey, or otherwise transfer title in or dispose of the Collateral to any person.

7. **Right to Inspect.** Each Debtor grants to the Lender and its employees and agents the right to visit such Debtor's plants and facilities which manufacture, inspect, or store products sold under any of the patents, trademarks or copyrights, and to inspect the products and quality control records relating thereto at reasonable times during regular business hours and as provided in the Credit Agreement.

8. **Event of Default.** Any of the following events shall be an Event of Default:

An Event of Default shall occur as defined in the Credit Agreement;

9. **Specific Remedies.** Upon the occurrence and continuance of any Event of

Default, the Lender shall have, in addition to other rights given by law or in this Agreement, the Credit Agreement, or in any other Loan Document, all of the rights and remedies with respect to the Collateral of a secured party under the Code, including, without limitation, the following:

(a) The Lender may notify licensees to make royalty payments on license agreements directly to the Lender;

(b) The Lender may sell, license, franchise or assign the Collateral at public or private sale for such amounts, and at such time or times, as the Lender deems advisable. Any requirement of reasonable notice of any disposition of the Collateral shall be satisfied if such notice is sent to such Debtor 10 days prior to such disposition. The Debtors shall be credited with the net proceeds of such sale only when they are actually received by the Lender, and the Debtors shall continue to be liable for any deficiency remaining after the Collateral is sold or collected. If the sale is to be a public sale, the Lender shall also give notice of the time and place by publishing a notice one time at least 10 days before the date of the sale in a newspaper of general circulation in the county in which the sale is to be held; and

(c) To the maximum extent permitted by applicable law, the Lender may be the purchaser of any or all of the Collateral at any public sale and shall be entitled, for the purpose of bidding and making settlement or payment of the purchase price for all or any portion of the Collateral sold at any public sale, to use and apply all or any part of the Obligations as a credit on account of the purchase price of any Collateral payable by the Lender at such sale and the Obligations shall be deemed satisfied to the extent of such application.

10. **General Provisions.**

(a) Effectiveness of This Agreement. This Agreement shall be binding and deemed effective when executed by Debtors and accepted and executed by the Lender.

(b) Cumulative Remedies: No Prior Recourse to Collateral. The enumeration herein of the Lender's rights and remedies is not intended to be exclusive, and such rights and remedies are in addition to and not by way of limitation of any other rights or remedies that the Lender may have under the Credit Agreement, the Code or other applicable law. The Lender shall have the right, in its sole discretion, to determine which rights and remedies are to be exercised and in which order. The exercise of one right or remedy shall not preclude the exercise of any others, all of which shall be cumulative.

(c) No Implied Waivers. No act, failure, or delay by Lender shall constitute a waiver of any of its rights and remedies. No single or partial waiver by Lender of any provision of this Agreement or any other Loan Document, or of a breach or default hereunder or thereunder, or of any right or remedy which Lender may have, shall

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operate as a waiver of any other provision, breach, default, right, or remedy or of the same provision, breach, default, right, or remedy on a future occasion. No waiver by the Lender shall affect its rights to require strict performance of this Agreement.

(d) Severability. If any provision of this Agreement shall be prohibited, or invalid, under applicable law, such provision shall be ineffective only to such extent, without invalidating the remainder of this Agreement.

(e) Governing Law. This Agreement shall be deemed to have been made in the State of New York and shall be governed by and interpreted in accordance with the laws of such State, except that no doctrine of choice of law shall be used to apply the laws of any other state or jurisdiction.

(f) Consent to Jurisdiction and Venue; Service of Process. Each Debtor agrees that, in addition to any other courts that may have jurisdiction under applicable laws or rules, any action or proceeding to enforce or arising out of this Agreement or any of the other Loan Documents to which they are a party may be commenced in the United States District Court for the Southern District of New York, consent and submit in advance to such jurisdiction, and agree that venue will be proper in such court on any such matter. Each Debtor hereby waives personal service of process and agrees that a summons and complaint commencing an action or proceeding in any such courts shall be properly served and shall confer personal jurisdiction if served by registered or certified mail to such Debtor, or as otherwise provided by the laws of the State of New York or the United States. The choice of forum set forth in this section shall not be deemed to preclude the enforcement of any judgment obtained in such forum, or the taking of any action under this Agreement to enforce the same, in any appropriate jurisdiction.

(g) Waiver of Jury Trial, Etc. EACH DEBTOR AND THE LENDER HEREBY WAIVES TRIAL BY JURY IN ANY LITIGATION IN ANY COURT WITH RESPECT TO, IN CONNECTION WITH, OR ARISING OUT OF, THIS AGREEMENT, THE OBLIGATIONS, OR THE COLLATERAL, OR ANY INSTRUMENT OR DOCUMENT DELIVERED PURSUANT HERETO. DEBTOR AND THE LENDER CONFIRMS THAT THE FOREGOING WAIVERS ARE INFORMED AND FREELY MADE.

(h) Survival of Representations and Warranties. All of each Debtor's representations and warranties contained in this Agreement shall survive the execution, delivery, and acceptance thereof by the parties, notwithstanding any investigation by the Lender or its agents.

(i) Fees and Expenses. Each Debtor shall pay to the Lender on demand all costs and expenses that the Lender pays or incurs in connection with the enforcement and termination of this Agreement, including, without limitation: (i) reasonable outside attorneys' and paralegals' fees and disbursements of counsel to the Lender (including, without limitation, the allocated fees and costs of the Lender's in-house counsel and paralegals); (ii) costs and expenses (including, without limitation, reasonable attorneys'

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and paralegals' fees and disbursements including, without limitation, the allocated fees and costs of the Lender's in-house counsel and paralegals)) for any amendment, supplement, waiver, consent, or subsequent closing in connection with this Agreement and the transactions contemplated hereby; (iii) costs and expenses of lien searches; (iv) taxes, fees, and other charges for filing this Agreement at the United States Patent and Trademark Office and the United States Copyright Office, or for filing financing statements, and continuations, and other actions to perfect, protect, and continue the security interest created hereunder; (v) sums paid or incurred to pay any amount or take any action required of the Debtors under this Agreement that the Debtors fail to pay or take; (vi) after the occurrence of an Event of Default, the costs and expenses of preserving and protecting the Collateral; and (vii) costs and expenses (including, without limitation, reasonable attorneys' and paralegals' fees and disbursements including, without limitation, the allocated fees and costs of the Lender's in-house counsel and paralegals)) paid or incurred to enforce the security interest created hereunder, sell or otherwise realize upon the Collateral, and otherwise enforce the provisions of this Agreement, or to defend any claims made or threatened against Lender arising out of the transactions contemplated hereby (including, without limitation, preparations for the consultations concerning any such matters). The foregoing shall not be construed to limit any other provisions of this Agreement regarding costs and expenses to be paid by the Debtors. The parties agree that reasonable outside attorneys' and paralegals' fees and costs incurred in enforcing any judgment are recoverable as a separate item in addition to fees and costs incurred in obtaining the judgment and that the recovery of post-judgment reasonable attorneys' and paralegals' fees and costs is intended to survive any judgment and is not to be deemed merged into any judgment.

(j) Notices. Except as otherwise provided herein, all notices, demands and requests that either party is required or elects to give to the other shall be in writing and shall be governed by the provisions of Section 13.3 of the Credit Agreement.

(k) Binding Effect; Assignment. The provisions of this Agreement shall be binding upon and inure to the benefit of the respective representatives, successors and assigns of the parties hereto; provided, however, that no interest herein may be assigned by the Debtors without the prior written consent of the Lender. The rights and benefits of the Lender hereunder shall, if the Lender so agrees, inure to any party acquiring any interest in the Obligations or any part thereof.

(l) Modification. This Agreement is intended by the Debtors and the Lender to be the final, complete, and exclusive expression of the agreement between them respecting the subject matter hereof. This Agreement supersedes any and all prior oral or written agreements relating to the subject matter hereof. No modification, rescission, waiver, release, or amendment of any provision of this Agreement shall be made, except by a written agreement signed by the Debtors and a duly authorized officer of the Lender.

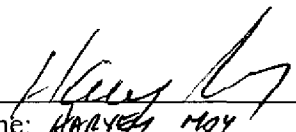
(m) Counterparts. This Agreement may be executed in any number of counterparts and by the Lender and the Debtors in separate counterparts, each of which shall be an original, but all of which shall together constitute one and the same agreement.

(n) Captions. The captions contained in this Agreement are for convenience only, are without substantive meaning, and should not be construed to modify, enlarge or restrict any provision.

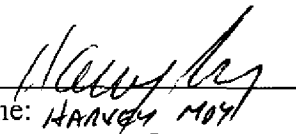
(o) Termination By Lender. After termination of the Credit Agreement and when Lender has received payment and performance in full of all Obligations, the Lender shall execute and deliver to the Debtors a termination of all of the security interests granted by the Debtors hereunder.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

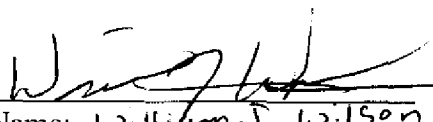
CGI NORTH AMERICA, INC.

By: 
Name: HARVEY MOY
Title: CHIEF FINANCIAL OFFICER

**CUNNINGHAM GRAPHICS
INTERNATIONAL, INC.**

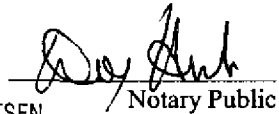
By: 
Name: HARVEY MOY
Title: CHIEF FINANCIAL OFFICER

**BANK OF AMERICA, N.A.,
as Lender**

By: 
Name: William J. Wilson
Title: Vice President

STATE OF NEW ~~JERSEY~~ York
) ss.:
COUNTY OF NEW ~~JERSEY~~ York

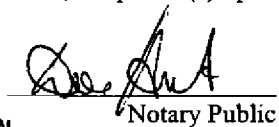
On the 29th day of August in the year 2006 before me, the undersigned, a Notary Public in and for said State, personally appeared Henry May, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the person(s) upon behalf of which the individual acted, executed the instrument.


Notary Public

DOUGLAS R. ARNTSEN
NOTARY PUBLIC, STATE OF NEW YORK
NO. 02AR6115728
QUALIFIED IN RICHMOND COUNTY
COMMISSION EXPIRES SEPTEMBER 13, 2008

STATE OF NEW ~~JERSEY~~ York
) ss.:
COUNTY OF NEW ~~JERSEY~~ York

On the 29th day of August in the year 2006 before me, the undersigned, a Notary Public in and for said State, personally appeared Henry May, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the person(s) upon behalf of which the individual acted, executed the instrument.


Notary Public

DOUGLAS R. ARNTSEN
NOTARY PUBLIC, STATE OF NEW YORK
NO. 02AR6115728
QUALIFIED IN RICHMOND COUNTY
COMMISSION EXPIRES SEPTEMBER 13, 2008

STATE OF NEW YORK
) ss.:
COUNTY OF NEW YORK

On the 29th day of August in the year 2006 before me, the undersigned, a Notary Public in and for said State, personally appeared William W. Isa, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the person(s) upon behalf of which the individual acted, executed the instrument.


Notary Public

DOUGLAS R. ARNTSEN
NOTARY PUBLIC, STATE OF NEW YORK
NO. 02AR6115728
QUALIFIED IN RICHMOND COUNTY
COMMISSION EXPIRES SEPTEMBER 13, 2008

Schedule A

Marks

Trademark	Owner	Status in Trademark Office	Federal Registration Number	Registration Date
"ClientNet"	CGI North America, Inc.	Registered	2990585	August 30, 2005
"KitBuilder"	CGI North America, Inc.	Registered	2671443	January 17, 2003

The Debtors also utilize the following unregistered trademarks:

"CGI"

"Cunningham Graphics"

Pursuant to a letter dated April 27, 2006, Samuels & Herbert, LLC, on behalf of its client CGI Group Inc. of Montreal, Quebec, Canada ("CGI Montreal"), asserts that the use by The CGI Group America, Inc., CGI Group (Holdings) Limited and their Affiliates of the term "CGI" in connection with the provision of printing and other business services infringes the international trademark rights of CGI Montreal. The CGI Group America, Inc. and CGI (Holdings) Limited dispute the assertions of CGI Montreal. Discussion among the parties are ongoing in an effort to amicably resolving this dispute.

Schedule B

Patents and Patent Applications

None.

Schedule C

Copyrights

None.

Schedule D

Third Party Rights With Respect To The Trademarks, Copyrights and Patents

None.