

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM383460

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Bank of New York Mellon	FORMERLY The Bank of New York	02/11/2009	National Banking Association: NEW YORK
RECEIVING PARTY DATA			
Name:	Firepond, Inc.		
Street Address:	500 Long Street, Suite 109		
Internal Address:	Security Office Building		
City:	Mankato		
State/Country:	MINNESOTA		
Postal Code:	56001		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3400327	CONFIGURE-PRICE-QUOTE	
CORRESPONDENCE DATA			
Fax Number:	6123057501		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	612-305-7500		
Email:	kandresen@nilanjohnson.com		
Correspondent Name:	Katheryn A Andresen		
Address Line 1:	Nilan Johnson Lewis PA		
Address Line 2:	120 South Sixth Street, Suite 400		
Address Line 4:	Minneapolis, MINNESOTA 55402		
NAME OF SUBMITTER:	Katheryn A Andresen		
SIGNATURE:	/KAAndresen/		
DATE SIGNED:	05/06/2016		
Total Attachments: 27			
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REMOVAL AND APPOINTMENT OF COLLATERAL AGENT AGREEMENT

This REMOVAL AND APPOINTMENT OF COLLATERAL AGENT AGREEMENT (this "Agreement") is entered into as of February 11, 2009, by and among THE BANK OF NEW YORK MELLON (formerly known as The Bank of New York), in its capacity as the existing collateral agent for the Holders ("Existing Collateral Agent"), WALTER J. GATES, III P.A., in its prospective capacity as the successor collateral agent ("Successor Collateral Agent"), FP TECH HOLDINGS, LLC, as the Required Holders (the "Required Holder"), and FIREPOND, INC. (the "Company"). Reference is made to that certain Amended and Restated Collateral Agency and Security Agreement, dated as of April 24, 2008, between the Company and the Existing Collateral Agent (as amended, supplemented or otherwise modified to the date hereof and as it may hereafter be amended, supplemented or otherwise modified from time to time, being the "Collateral Agency Agreement"). Capitalized terms used herein and not defined herein, shall have the meanings ascribed to them in the Collateral Agency Agreement, as amended hereby.

WHEREAS, the Required Holder has exercised its right to remove the Existing Collateral Agent pursuant to Section 10(a) of the Collateral Agency Agreement by sending written notice of such removal to the Existing Collateral Agent on or about January 30, 2009;

WHEREAS, the Required Holder wishes to appoint the Successor Collateral Agent as the successor to the Existing Collateral Agent in accordance with Section 10(b) of the Collateral Agency Agreement; and

WHEREAS, the Successor Collateral Agent has agreed to accept an appointment as collateral agent under the Collateral Agency Agreement in accordance with Section 10 of the Collateral Agency Agreement.

IN CONSIDERATION of the agreements, provisions and covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

SECTION 1. Removal of Collateral Agent and Appointment of Successor Collateral Agent.

(a) Pursuant to Section 10(a) of the Collateral Agency Agreement, the Required Holder hereby removes the Existing Collateral Agent as collateral agent under the Collateral Agency Agreement, effective as of the date hereof (the "Effective Time"). The Required Holder hereby appoints the Successor Collateral Agent as collateral agent under the Collateral Agency Agreement, effective as of the Effective Time, and the Successor Collateral Agent hereby accepts such appointment as the collateral agent under the Collateral Agency Agreement.

(b) Effective as of the Effective Time, (i) the Existing Collateral Agent is hereby released from each and all of its obligations and duties as collateral agent under the

Collateral Agency Agreement and any documents executed in connection therewith, and (ii) the Successor Collateral Agent hereby succeeds to and becomes vested with all the rights, powers, privileges and duties of the collateral agent under the Collateral Agency Agreement and any documents executed in connection therewith; provided that the Successor Collateral Agent does not assume any liabilities as collateral agent for any period prior to the Effective Time, and the Successor Collateral Agent shall have no liabilities, duties, or obligations in respect of any acts or omissions of the Existing Collateral Agent occurring prior to the Effective Time. The Existing Collateral Agent hereby irrevocably assigns and delegates to the Successor Collateral Agent, effective as of the Effective Time, all of the rights, authority, and powers of the Existing Collateral Agent under the Collateral Agency Agreement and any documents executed in connection therewith (other than those rights that expressly survive the removal pursuant to the Collateral Agency Agreement). From and after the Effective Time, the Successor Collateral Agent shall have the same rights, authority, and powers, and the same benefits, in such capacity under the Collateral Agency Agreement and each other document executed in connection therewith as if it were the original Collateral Agent thereunder.

SECTION 2. Indemnity of Existing Collateral Agent.

Notwithstanding the removal of the Existing Collateral Agent hereunder, the provisions of Section 8 of the Collateral Agency Agreement and Section 4(g) of each Exchange Agreement shall continue in effect for the benefit of the Existing Collateral Agent in respect of any actions taken or omitted to be taken by such Existing Collateral Agent while such Existing Collateral Agent was acting as Collateral Agent under the Collateral Agency Agreement and the documents executed in connection therewith.

SECTION 3. Representations of Successor Collateral Agent.

The Successor Collateral Agent hereby represents and warrants that it has full power and authority, and has taken all actions necessary, to execute and deliver this Agreement and to accept its appointment hereunder and fulfill its obligations as Successor Collateral Agent under the Collateral Agency Agreement and each other document executed in connection therewith.

SECTION 4. Fees.

The Company agrees to pay the Existing Collateral Agent any and all fees and expenses (including, but not limited to, payment of the Existing Collateral Agent's attorneys' fees and expenses) in connection with the negotiation and execution of this Agreement.

SECTION 5. RELEASES

AS MATERIAL CONSIDERATION FOR THE EXECUTION OF THIS WAIVER BY THE EXISTING COLLATERAL AGENT AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED THE COMPANY, THE REQUIRED LENDER AND THE

SUCCESSOR COLLATERAL AGENT AND ON BEHALF OF THEIR RESPECTIVE DIRECTORS, OFFICERS, AGENTS, MEMBERS, EMPLOYEES, REPRESENTATIVES, SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE "RELEASORS") HEREBY WAIVE, RELEASE, REMISE, ACQUIT AND DISCHARGE THE EXISTING COLLATERAL AGENT, AND ITS PARENT, AFFILIATES, DIRECTORS, OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, SHAREHOLDERS, ATTORNEYS, ACCOUNTANTS, CONSULTANTS, ADVISORS, SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE "RELEASEES") OF AND FROM ANY AND ALL CONTROVERSIES, DAMAGES, COSTS, LOSSES, CAUSES OF ACTION, SUITS, JUDGMENTS, CLAIMS, RECOUPMENTS, COUNTERCLAIMS OR DEMANDS, OF EVERY TYPE, KIND, NATURE, DESCRIPTION OR CHARACTER, WHETHER NOW EXISTING OR THAT COULD, MIGHT, OR MAY BE CLAIMED TO EXIST, OF WHATEVER KIND OR NAME, WHETHER KNOWN OR UNKNOWN, LIQUIDATED OR UNLIQUIDATED, FIXED OR CONTINGENT, FORESEEABLE OR UNFORESEEABLE, EACH AS THOUGH FULLY SET FORTH HEREIN AT LENGTH, IN LAW OR EQUITY (ANY OF THE FOREGOING, A "CLAIM"), WHICH ANY OF THE RELEASORS PREVIOUSLY HAD FROM THE BEGINNING OF THE WORLD OR NOW HAVE AGAINST ANY OF THE RELEASEES THROUGH THE DATE HEREOF, RELATED TO OR CONNECTED WITH THE COLLATERAL AGENCY AGREEMENT, THE DOCUMENTS EXECUTED IN CONNECTION THEREWITH AND THIS AGREEMENT, OR ANY OF THEM OR THE TRANSACTIONS CONTEMPLATED BY ANY OF THE FOREGOING.

SECTION 6. Miscellaneous.

(g) Simultaneous with the execution hereof, and upon payment of all fees due and owing to the Existing Collateral Agent (including, but not limited to, payment of the Existing Collateral Agent's attorneys' fees and expenses) in accordance with Section 10(c)(ii) of the Collateral Agency Agreement, the Existing Collateral Agent, at the sole cost and expense of the Company, shall execute and deliver (or, in the case of UCC-3 Financing Statements, approve) any and all lien assignments and other similar assignment documents that Successor Collateral Agent reasonably may request (each in form and substance satisfactory to the Existing Collateral Agent), without any recourse, representation or warranty of any kind.

(h) Neither this Agreement nor any term hereof may be changed, waived, discharged or terminated, except by an instrument in writing signed by the party (including, if applicable, any party required to evidence its consent to or acceptance of this Agreement) against whom enforcement of such change, waiver, discharge or termination is sought.

(i) In case any provision in or obligation under this Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

(f) THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

(g) EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS INSTRUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS INSTRUMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.


(h) This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

(i) This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

[signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized, such execution being made as of the date first written above.

THE BANK OF NEW YORK MELLON
(formerly known as The Bank of New York),
in its capacity as Existing Collateral Agent

By: 
Name: *David M. Kuro*
Title: *Vice President*

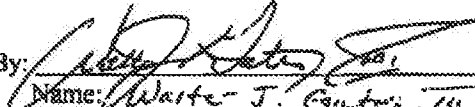
[SIGNATURE PAGE TO REMOVAL AND APPOINTMENT OF COLLATERAL AGENT AGREEMENT]

FIREPOND 189

TRADEMARK
REEL: 005787 FRAME: 0080

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WALTER J. GATES, III P.A.,
in its capacity as Successor Collateral Agent

By: 
Name: Walter J. Gates, III
Title: President

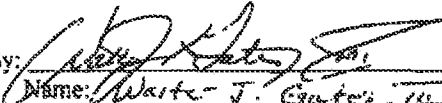
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FIREPOND 190

TRADEMARK
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WALTER J. GATES, III P.A.,
in its capacity as Successor Collateral Agent

By: 
Name: Walter J. Gates, III
Title: President

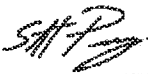
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FIREPOND 191

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FIREPOND, INC.

By: 
Name:
Title:


[SIGNATURE PAGE TO REMOVAL AND APPOINTMENT OF COLLATERAL AGENT AGREEMENT]

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FP TECH HOLDINGS, LLC

By: 
Name: Audrey Spangenberg
Title: Manager

[SIGNATURE PAGE TO REMOVAL AND APPOINTMENT OF COLLATERAL AGENT AGREEMENT]

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REEL: 005787 FRAME: 0084

WALTER J. GATES, III, P.A.
*Attorney and Counsellor
Security Office Building
510 Long Street, Suite 109
P.O. Box 3008
Mankato, MN 56002-3008*

Telephone (507) 345-7722 Fax (507) 345-4644

FACSIMILE COVER SHEET

Date: 12 February 2009

To: See "To: List" as part of the Notification of Disposition of Collateral

From: Walter J. Gates, III

Re: NOTIFICATION OF DISPOSITION OF COLLATERAL

Number of Pages (including cover sheet): 18

Response is: ___ Urgent ___ ASAP ___ Convenience X FYI

Message:

Please see the 17 pages of the attachment

Thank you.

Walter Gates

If you do not receive complete and legible copies of all pages, please call my office at (507) 345-7722.

The information contained herein is confidential and intended only for disclosure and the use of the individual or entity named above. If the reader of this message is not the named recipient(s), or the agent or employee responsible to deliver it to the named recipient, you are hereby notified that any dissemination, distribution, or copying of this message is absolutely prohibited. If you receive this message in error, please notify this office by telephone immediately and return the original message to this office via the U.S. Mail, first class. Thank you.

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NOTIFICATION OF DISPOSITION OF COLLATERAL

To: **FIREPOND, INC.**
11 Civic Center Plaza, Suite 310
Mankato, MN 56001
Fax No.: (507) 388-0405
Attention: Stephen Peary

**RADCLIFFE SPC, LTD. FOR AND ON BEHALF OF THE
CLASS A SEGREGATED PORTFOLIO**
c/o RG Capital Management, LP
3 Bala Plaza-East, Suite 501
Bala Cynwyd, PA 19004
Attention: Gerald F. Stahlecker and Chris Hinkle
Fax No.: (610) 617-0570

FP TECH HOLDINGS, LLC
207C North Washington Avenue
Marshall, TX 75670
Fax No. (888) 657-2038
Attention Audrey Spangenberg

BANK OF NEW YORK MELLON
101 Barclay Street, 8W,
New York, New York 10286
Fax No. (212) 238-3100

Other Secured Creditors

Hewlett Packard Financial Services Company
420 Mountain Avenue
Muray Hill, NJ 07974
Fax No. (908) 898-4119

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Unsecured Creditors and Potential Creditors

Bowne
1931 Market Center Blvd, Suite 111
Dallas, TX 75207
Fax No. (214) 651.1051

Morrison & Forester LLP
PO Box 60000
San Francisco, CA 94160-2497
Fax No. (415) 268-7522

Warecorp
3611 Farmington Rd
Minnetonka, MN 55305
Fax No. (612) 573-6488

Citicorp Vendor Finance, Inc.
P.O. Box 7247-0118
Philadelphia, PA 19170-0118
Fax No. 877-304-8117
Attn: Tracy Middleton

Oracle USA, Inc.
500 Oracle Parkway
Redwood City, CA 94065
Attn: General Counsel, Legal Dept.
Fax No. (650) 633-0804

BERNSTEIN LIEBHARD, LLP
Stanley D. Bernstein
Rebecca M. Katz
Christian Siebott
10 East 40th Street
New York, New York 10016
(212) 779-1414

MILBERG LLP
Robert A. Wallner
Ariana J. Tadler
Peter G. A. Safirstein
One Pennsylvania Plaza
New York, New York 10119
(212) 594-5300

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SEDGWICK, DETERT, MORAN & ARNOLD

Joseph M. Smick
125 Broad Street, 39th Floor
New York, NY 10004-2400
(212) 422-0925

D'AMATO & LYNCH, LLP

Neil R. Morrison
Luka D. Lynch, Jr.
70 Pine Street
New York, New York 10270
(212) 909-2140

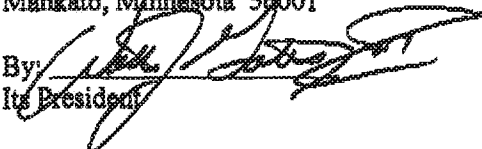
Attorneys of Record

Mr. William P. Wassweiler
Lindquist & Vennum, PLLP
4200 IDS Center
80 South Eighth Street
Minneapolis, MN 55402
Fax No. (612) 371-3207

Stephen Peary
General Counsel
Firepond, Inc.
11 Civic Center Plaza, Suite 310
Mankato, MN 56001
Fax No. (507) 388.0405

Elizabeth M. Clark
Emmet, Marvin & Martin, LLP
120 Broadway 32nd Floor
New York, NY 10271
Fax No. (212) 238-3100

From: Walter J. Gates, III, P.A.
Security Office Building
500 Long Street, Suite 109
Mankato, Minnesota 56001

By: 
Its President

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We will sell the Collateral in one or more parcels at public sale for cash, on credit or for future delivery, the collateral described on the schedules to the **AMENDED AND RESTATED COLLATERAL AGENCY AND SECURITY AGREEMENT** to the highest qualified bidder in public as follows:

Day and Date: February 23, 2009
Time: 10:00 a.m., Central Standard Time
Place: Firepond, Inc.
11 Civic Center Plaza, 4th Floor
Mankato, MN 56001

Said Collateral on the Schedules to the **AMENDED AND RESTATED COLLATERAL AGENCY AND SECURITY AGREEMENT** are attached as Schedules A through F to this Notice.

You are entitled to an accounting of the unpaid indebtedness secured by the property that we intend to sell for a charge of \$25.00. You may request an accounting by calling us at (507) 345-7722.

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Schedule A.
GENERAL DESCRIPTION OF SECURED PROPERTY

- (a) all Accounts, except as otherwise provided for in this Agreement;
- (b) all equity interests in Subsidiaries of the Company after the date hereof;
- (c) all Chattel Paper (whether tangible or electronic);
- (d) the Commercial Tort Claims specified on Schedule VI to the AMENDED AND RESTATED COLLATERAL AGENCY AND SECURITY AGREEMENT;
- (e) all Deposit Accounts, all cash, and all other property from time to time deposited therein and the monies and property in the possession or under the control of the Collateral Agent or any Holder or any affiliate, representative, agent or correspondent of the Collateral Agent or Holder;
- (f) all Documents;
- (g) all Equipment;
- (h) all Fixtures;
- (i) all General Intangibles (including, without limitation, all Payment Intangibles);
- (j) all Goods;
- (k) all Instruments (including, without limitation, Promissory Notes and each certificated Security);
- (l) all Inventory;
- (m) all Investment Property;
- (n) all Copyrights, Patents and Trademarks, and all Licenses;
- (o) all Letter-of-Credit Rights;
- (p) all Supporting Obligations;
- (q) all other tangible and intangible personal property of the Company (whether or not subject to the Code), including, without limitation, all bank and other accounts and all cash and all investments therein, all proceeds, products, offspring, accessions, rents, profits, income, benefits, substitutions and replacements of and to any of the property of the Company described in the preceding clauses (including, without limitation, any proceeds of insurance thereon and all causes of action, claims and warranties now or

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hereafter held by the Company in respect of any of the items listed above), and all books, correspondence, files and other Records, including, without limitation, all tapes, disks, cards, Software, data and computer programs in the possession or under the control of the Company or any other Person from time to time acting for the Company that at any time evidence or contain information relating to any of the property described in the preceding clauses or are otherwise necessary or helpful in the collection or realization thereof; and

(r) all Proceeds, including all Cash Proceeds and Noncash Proceeds, and products of any and all of the foregoing Collateral;

EXCLUDING the following:

(i) any cash amounts paid to the Collateral Agent on the date of the **AMENDED AND RESTATED COLLATERAL AGENCY AND SECURITY AGREEMENT**,

(ii) any Cash Interest Prepayment Amount paid on the date of the **AMENDED AND RESTATED COLLATERAL AGENCY AND SECURITY AGREEMENT** to any of the investors signatory to the Exchange Agreements; and

(iii) the Company's interest in CWC.

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Schedule B. Patents

Country	Title	Application or Patent No.	Issue Date
United States	Merchandising Using Consumer Information from Surveys	Patent No. 6,233,564	May 15, 2001
United States	The Coupon Exchange and Check Writing System	Patent No. 5,483,049	January 9, 1996
United States	Automated Recycling Machine	Patent No. 5,111,927	May 12, 1992
United States	Prompt Coupon Reimbursement After Coupon Redemption	Patent No. 6,497,360	December 24, 2002
United States	Coupon Redemption System	Application No. pending	Not applicable

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Schedule C. Trademarks

Country	Trademark	Application/ Registration No	Status/Notes
United States	SALES PERFORMER	76/174,213	Pending
European Community	SALESPERFORMER	002255123	Pending
Japan	SALESPERFORMER	49817/2001	Pending
United States	SERVICE PERFORMER	76/194,733	Pending
United States	FIREPOND	75/546,749	Pending
European Union (CTM)	FIREPOND	001046614	Registered
United States	MAIL PERFORMER	76/194,731	Pending
United States	MARKETING PERFORMER	76/194,732	Abandoned
United States	MISCELLANEOUS DESIGN	2,300,749	Registered
United States	MISCELLANEOUS DESIGN	2,255,254	Registered
United States	E-COMMERCE WITH A BRAIN	75/713,081	Abandoned
United States	THE ONE SOFTWARE SYSTEM FOR ALL THE WAYS YOU SELL	75/627,974	Abandoned
European Union (CTM)	THE ONE SOFTWARE SYSTEM FOR ALL THE WAYS YOU SELL	001046630	Pending

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Schedule D. Copyrights:

FP Technology, Inc. -REGISTERED COPYRIGHTS		
Title of Work/Year of Creation	Registration Number	Date of Issuance
Volvo White Base System version 1.00	TXu 451 634	12-18-90
Volvo White GMC Conventional Version 1.01	TXu 449 832	12-18-90
Volvo GM TruckMatch Base System version 2.50	TXu 578 876	07-26-93
Volvo GM Quotation Worksheet Base System Version 2.20	TXu 592 942	07-26-93
TruckMatch Base System 3.80/Netchange 1.80	TXu 674 090	06-25-96
TruckMatch Base System 4.00 and ETSP 1.20 7-05-95	TXu 747 938	07-01-96
TruckMatch Base System, version 3.85 1-23-95	TXu 745 777	07-01-96
TruckMatch Base System 4.10, 9-25-95	TXu 745 773	07-01-96
TruckMatch Base System 3.90 and ETSO 1.10 Software	TXu 745 776	07-01-96
TruckMatch Base System version 4.12, 11-08-95	TXu 748 202	07-16-96
VGHT Truckmatch for Windows	TXu 772 034	12-06-96
Development computer program, Version 1.00	TXu 748 203	07-16-96
TMC/MCI Advantage, version 1.65, 12-03-95		
Rosemount SalesLink version 2.00	TXu 744 487	06-11-96
Rosemount SalesLink version 2.06	TXu 744 488	06-11-96
Rosemount SalesLink version 2.10	TXu 744 489	06-11-96
Rosemount SalesLink version 1.50	TXu 744 490	06-11-96
Rosemount SalesLink International Enhancement Computer Program, version 2.1	TXu 769 895	11-26-96
Rockwell Electronic Axle Computer Program, version 1.0	TXu 769 952	11-26-96
Peterbilt PacLease Version 2.02	TXu 438 968	10-05-90
Peterbilt ETO Version 2.01	TXu 429 512	10-05-90
Peterbilt Class 8 Version 2.01	TXu 439 512	10-05-90
Peterbilt Used Truck Version 1.00	TXu 579 689	07-23-93
Peterbilt ECC, Version 3.31, 01-23-96	TXu 751 559	07-29-96
Peterbilt Electronic Truck Order (ETO) 3.31, 10-11-95	TXu 754 407	08-09-96
Peterbilt PacLease, version 3.28, 7-20-95	TXu 754 410	08-09-96
Peterbilt Financial version 2.00	TXu 464 472	04-08-92
Faccar Prospector Finance, version 3.04	TXu 750 360	07-29-96
NSP Energy Works version 1.01	TXu 606 271	12-06-93
NSP Energy Works version 2.25	TXu 588 361	08-05-94
NSP Energy Works version 3.00	TXu 665 776	12-21-94
NSP Energy Works Computer Program. Version 4.01	TXu 770 104	11-23-96
Mercedes-Benz SK Walk Around and Technical Information Version 1.24	TXu 483 112	07-03-91
Electronic Blue Book VIN Version 1.08	TXu 592 765	07-23-93
McLean Hunter Electronic Truck Blue Book (ETBB), version 1.19 Net	TXu 750 362	07-29-96
Kenworth ETO Version 2.01 USA	TXu 447 883	10-09-90
Kenworth Class 8 Version 2.02 USA	TXu 439 712	10-10-90
Kenworth Class 8 Version 2.02 Canada	TXu 438 645	10-11-90

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Kenworth PacLease Version 2.01 USA	TXu 439 713	10-11-90
Kenworth ETA Version 2.02 Canada	TXu 440 139	10-11-90
Kenworth Class 8 (Lifecycle) Version 2.17	TXu 579 761	07-23-93
Kenworth Product Data version 3.00	TXu 600 900	10-28-93
Kenworth Electronic Truck Order (ETO) Version 3.00	TXu 601 317	10-28-93
Prospector Base System version 3.00	TXu 601 319	10-28-93
Kenworth Base System, version 3.23 01-06-95	TXu 750 424	07-29-96
Kenworth Electronic Change Order (ECO) version 3.44, 7-15-96	TXu 750 361	07-29-96
Kenworth PacLease 3.27, 5-10-95	TXu 754 537	08-09-96
Kenworth Product 3.32, 7-19-95	TXu 754 411	08-09-96
Isuzu N&F Series version 3.30a	TXu 406 312	02-07-90
ISIS Isuzu '92 N&F Series Specs Rev. 06-17-91	TXu 503 892	01-22-92
GM ISIS (Australia), version 19-04-96 04-19-96	TXu 748 472	07-15-96
GM ISIS U.S. version 06-12-96	TXu 748 470	07-15-96
Interchange Base System Ver. 1.00	TXu 586 069	09-03-93
Interchange Filters Ver. 1.00	TXu e594 521	09-03-93
Interchange Seals Ver. 1.00	TXu 606 148	09-07-93
Interchange Bearings Ver. 1.00	TXu 603 928	09-07-93
Interchange Drive Belts Ver. 1.02	TXu 603 937	09-07-93
Ingersoll-Rand: Product Manager, Construction and Mining Group, Full File Replacement Computer Program, Version 2.53b	TXu 811 940	08-08-97
Ingersoll-Rand: Product Manager, Construction and Mining Group Development Phase GRI Computer Program, Version 1.47	TXu 811 947	08-08-97
Ingersoll-Rand: Construction and Mining group: Product Manager, Computer Program, version 1.88	TXu 771 204	12-02-96
IBM Phase I General Release (netchange) version 01.091293	TXu 610 326	12-03-93
IBM Phase III General Release version 1.030494	TXu 634 343	05-11-94
CWC IBM PSAS Canadian version 1.051094 Software	TXu 633 426	07-01-94
IBM AS/400 PSAS (Windows), version 02.00.11	TXu 744 138	06-18-96
IBM AS/400 PSAS (DOS) version 1.042695	TXu 744 140	06-18-96
IBM miniPSAS, version 1.050293, 6-2-95	TXu 674 091	05-25-96
IBM PC Advisor Computer Program, version 1.1.24	TXu 777 050	11-20-96
IBM PSAS Finance Module DCR 117 Computer Program, version 03.00.01	TXu 769 839	11-20-96
IBM AS/400 Division Maintenance Services Development DCR 144, ver. 03.00.07	TXu 771 241	12-02-96
GMC Medium Truck C-Series Version 3.30	TXu 410 804	02-05-90
GMC Sierra/S 15 Version 3.31a	TXu 405 595	02-05-90
GMC Topkick/Kodiak Version 3.32	TXu 403 887	02-05-90
GMC Suburban/V Jimmy/RV C&C Version 3.31a	TXu 434 326	02-05-90
GMC Safari/G Van Version 3.31a	TXu 403 279	02-07-90
GMC W-Series Version 3.30	TXu 403 507	02-07-90

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GMC Excellence Module Revised 12/17/90	TXu 478 049	05-16-91
GMC InfoTruck United States Revised 04/02/91	TXu 490 978	05-28-91
GMC '92 3500 HD Revised 04/22/91	TXu 472 296	05-28-91
GMC Truck Division TopKick/Kodiak Sales Master Qualification Exam 1.00	TXu 478 409	07-02-91
GMC Truck Division Forward/Tiltmaster Sales Master Qualification Exam 1.00	TXu 4767 053	07-03-91
LAL92 GMC Compass '92 Light Duty Specs Rev. 10-10-91	TXu 505-615	01-17-92
Compass GMC '92 Light Duty Facts Rev. 09- 04-91	TXu 504-943	01-21-92
GM Compass 92 Topkick/Kodiak Facts Rev. 08- 19-91	TXu 505 162	01-21-92
Compass GMC Base System Rev. 09-04-91	TXu 507 233	01-21-92
LAA92 GM Compass '92 W Series Specs Rev. 06-17-91	TXu 506-565	01-22-92
Compass GMC '92 Topkick/Kodiak Specs Rev. 08-19-91	TXu 503 894	01-22-92
LAA92/LAG GM Compass '92 W Series Facts Rev. 06-17-91	TXu 504 075	01-22-92
GMC Truck 1994 Light Duty Compass program Version 041593	TXu 579 254	07-22-93
GMC Truck COMPASS Base System Version 03-31-93	TXu 574 941	08-11-93
GMC Compass '94 Sonoma Introduction Disk Version 1993	TXu 599 356	08-30-93
GMC Truck COMPASS Network Base System Version 04-19-94	TXu 641 649	06-14-94
GM Prospec Alpha Numeric General RIS Version 05/31/94	TXu 661 021	11-16-94
GM PROSPEC 2.0., 05-02-96	TXu 749 705	07-15-96
GM PROSPEC, version 2.1, 06-12-96	TXu 748 204	07-16-96
GM ODC Trucks and Cars version 1.00	TXu 600 317	10-01-93
GM Overseas Distribution Corporation Base System version 1.00	TXu 397 401	10-04-93
GM of Canada Medium Duty C Series Version 3.21	TXu 404 068	02-05-90
GM of Canada C/K, S/T & Tracker Version 3.30a	TXu 401 119	02-05-90
GM of Canada Topkick version 3.30	TXu 405 924	02-05-90
GM of Canada Suburban/V Utility/RV C&CD Version 3.30a	TXu 404 067	02-05-90
GM of Canada French C/K, S/T & Tracker Version 3.30	TXu 406 075	02-07-90
GM of Canada M, L & G Vans Version 3.30a	TXu 403 508	02-07-90
GM of Canada W-Series Version 3.20	TXu 406 042	02-07-90
InfoTruck GM of Canada Revised 03/15/91	TXu 481 260	06-18-93
GM of Canada Compass Les Specs Topkick 92 Rev. 09-30-91	TXu 503 893	01-22-92
Compass GM of Canada '92 Light Duty Spec Rev. 10-14-91	TXu 506 493	01-22-92
Compass GM of Canada Les Specs Series W 92 Rev. 07-15-91	TXu 506 564	01-22-92

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GM CAN PROSPEC CAN ID/Cars Development-GR, Computer Program	TXu 770 205	11-25-96
Freightliner FLA & FLD US/Canada Version 3.30	TXu 434 617	09-04-90
Freightliner 112 CONV US/CANADA Version 3.15	TXu 435 015	09-04-90
Freightliner MBCC US/CANADA Version 1.99	TXu 434 623	09-04-90
Freightliner Truck Sales Order North American Version 1.01	TXu 479 351	06-17-91
Freightliner Gliders North American Version 3.35	TXu 484 160	06-17-91
Freightliner Base System Canada Version 1.01	TXu 476 984	06-18-91
Freightliner Medium Duty Trucks version 1.40	TXu 579 654	07-22-93
Freightliner Heavy Truck Version 4.25	TXu 578 861	07-23-93
Freightliner TSO Version 1.10	TXu 579 433	07-23-93
Freightliner Medium Duty Trucks version 1.40	TXu 601 899	08-30-93
Freightliner Base System version 1.35	TXu 596 395	10-06-93
Freightliner TSO Additions and Changes version 1.25	TXu 614 825	12-16-93
Freightliner Base System version 1.40	TXu 614 823	12-16-93
Freightliner SpecPro for Penske version 4.46	TXu 587 967	05-16-94
Freightliner Medium Truck, version 1.80 2-28- 95	TXu 748 288	07-15-96
Freightliner Century Class, version 1.01, 11-16- 95	TXu 750 067	07-16-96
Freightliner Oshkosh Trucks, version 1.00, 12- 18-95	TXu 750 070	07-16-96
Freightliner SpecPro DOS Maintenance Releases- Fire Trucks, version 1.00 Computer Program	TXu 770 204	11-25-96
Freightliner, SpecPro DOS Maintenance Releases New FCCC Line computer program, Version 1.00	TXu 789 631	03-14-97
Ford Combine Version 2.50	TXu 434 449	08-29-90
Ford Compact Tractors Version 2.50	TXu 435 027	08-29-90
Ford Skid Steer Loaders Version 2.50	TXu 435 025	08-29-90
Ford 6 Cylinder Version 2.51	TXu 435 462	08-29-90
Ford 3 & 4 Cylinder Version 2.52	TXu 436 245	08-30-90
Ford Administrative Program Version 2.53	TXu 434 683	08-30-90
Ford Industrial Tractor Version 2.50	TXu 434 732	08-30-90
Ford IMS Version 2.01	TXu 437 306	09-24-90
Ford Mower Conditioners Version 3.00	TXu 437 287	05-28-91
Ford Mowers Version 3.00	TXu 472 696	05-28-91
Ford Rakes Version 3.00	TXu 473 702	05-28-91
Ford Tedders Version 3.00	TXu 470 203	05-28-91
Ford Speedpower Version 3.00	TXu 473 286	05-28-91
Ford Window Inverter Version 3.00	TXu 492 413	05-28-91
Ford Versatile Tractor Version 3.00	TXu 473 137	05-29-91
Ford TruckForce Tools (USA) Version 1.10	TXu 579 236	07-23-93
Ford TruckForce Tools (CAN) Version 1.15	TXu 578 877	07-26-93
Ford TruckForce Tools (US and Canada) Maintenance Releases version 1.3	TXu 582 143	08-11-93

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Ford Truck TFT Base System Version 1.70	TXu 642 709	08-31-94
Truck Force Tools-Full Field RIs Version 1.70	TXu 591 302	09-01-94
Truck Force Tools Base System, Tops and Predictor Version 1.75	TXu 589 599	09-01-94
Truck Force Tools Tymnet Set-Up Utility RIs Version 1.70	TXu 591 295	09-01-94
Ford Heavy Truck TYMNET Set-Up Utility Version 1.95, 8-9-95	TXu 750 202	07-15-96
Ford Heavy Truck Base System, version 2.06 06-24-96	TXu 750 069	07-15-96
Ford Heavy Truck TOPS & Predictor version 2.06, 06-24-96	TXu 750 068	07-16-96
Truck Force Tools Ford Base System Computer Program version 2.10	TXu 769 844	11-20-96
Truck Force Tools Ford Tops and Predictor Computer Program, 2.10	TXu 769 840	11-20-96
Electronic Updates Utility US/CAN version 1.03 Computer Program	TXu 691 986	12-05-96
Fiatallis Crawler Loader North American Version 3.10	TXu 455 925	12-18-90
Fiatallis Excavator North American Version 3.10	TXu 455 926	12-18-90
Fiatallis Small Crawler Dozer North American Version 3.10	TXu 455 924	12-18-90
Fiatallis Wheel Loader North American Version 3.10	TXu 450 465	12-18-90
Fiatallis Scraper North American Version 3.10	TXu 451 635	12-18-90
Fiatallis Large Crawler Dozer North American Version 3.10	TXu 451 153	12-19-90
Fiatallis Base System North American Version 3.10	TXu 452 619	12-20-90
Fiatallis Motor Grader North American Version 3.10	TXu 450 428	12-24-90
Fiatallis Rental Fleet Cash Flow North American Version 1.02	TXu 455 927	12-26-90
Ericsson, Inc., Ericsson Marketing Demonstration Model Computer Program	TXu 769 688	11-20-96
Detroit Diesel Marine Version 2.50	TXu 438 351	10-02-90
Detroit Diesel Series 60 Version 2.50	TXu 436 433	10-02-90
Detroit Diesel ADAM Version 1.01	TXu 450 070	12-18-90
Detroit Diesel DDC Bus Version 1.00	TXu 475 858	04-08-91
DDC ADAM Automatics Perf. Tests-GR Version 07-19-94	TXu 651 091	09-12-94
CWC Version Prototype and Demonstration System Version 4.00	TXu 480 428	07-03-91
Triple E Version 1.00	TXu 496 867	11-12-91
Net Change System Shell (generic) Version 3.0	TXu 582 071	08-16-93
CWC, WinGMS Computer Program, Version V3R3	TXu 769 841	11-20-96
CWC CKMS Computer Program, version V3R2.0	TXu 777 051	11-20-96
Compaq Counselor computer program, version 1.0	TXu 772 040	12-06-96
Caterpillar TPA Version 4.00	TXu 436 741	09-21-90

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Caterpillar PEEC T & D Version 1.10	TXu 436 740	09-21-90
Caterpillar 3116 Engine Version .01	TXu 436 725	09-24-90
Caterpillar Truck Engine Product Support Program Version 1.00	TXu 481 310	04-08-91
Caterpillar Base System Version 1.00	TXu 495 859	04-08-91
Caterpillar Truck Engine Pro (CTEP), Caterpillar For Windows, version 1.0	TXu 759 541	06-25-96
3M Firestop Select version 1.00B	TXu 604 177	10-04-93
3M Polymers and Additives Version 1.00	TXu 452 620	12-24-90
Aeroquip's SalesMate System Version 1.04	TXu 580 042	07-23-93
Allison Transmission Development-Phase 1A Computer Program, version 1A.1.1	TXu 771 203	12-02-96
Computer EDGE (Windows 95) version 1.32 Computer program	TXu 770 945	12-05-96
CASS Base System Version 4.23	TXu 592 766	07-23-93
CASS Base System-Multiple Payment Dates	TXu 592 767	07-23-93
Case Loader/Bachhoe CE/UT North American Version 4.03	TXu 475 955	12-31-91
Case parts Canada Version 1.30	TXu 472 840	05-15-91
Case parts United States version 1.30	TXu 498 917	05-15-91
Case Inventory Management System North American Version 1.01	TXu 454 705	01-02-91
Case 96 Series Tractor North American Version 4.01	TXu 451 835	01-02-91
Case Wheel Loader CE/UT North American Version 4.02	TXu 458 548	12-31-90
Case 95 Series Tractor North American version 4.00	TXu 454 322	12-31-90
Case 9200 Series Tractor North American version 4.00	TXu 454 331	12-31-90
Case Base System North American version 4.02	TXu 453 269	12-28-90
Case 5100 Series Tractor North American Version 4.03	TXu 451 140	12-26-90
Case 7100 Series Tractor North American Version 4.04	TXu 453 316	12-26-90
Case Combine Version 3.04	TXu 406 398	02-20-90
Case Planter Version 3.00	TXu 404 370	02-20-90
Case Drills Version 3.01	TXu 406 392	02-20-90
Case Unloader CE Version 3.03	TXu 418 799	02-20-90
Case Crawler CE/UT Version 3.04	TXu 406 728	02-20-90
Case Material Handling Version 3.01	TXu 406 386	02-20-90
Case Cotton Harvesting Version 3.02	TXu 406 393	02-20-90
Case 85 Series Version 3.02	TXu 406 797	02-20-90
Case 4WD Tractor Version 3.05	TXu 406 797	02-20-90
Case Hay and Forage Version 3.02	TXu 409 444	02-20-90
Freightliner MBTC Version 1.15	TXu 515 342	09-04-90
Case Excavator	TXu 407 116	02-20-90
Sales Aid	TXu 206 861	05-14-84
Farm Cost Comparison	TX 1 635 864	05-14-84
Closing Sales Aid	TX 1 635 863	05-14-84
IC.BAS	TX 1 635 862	05-14-84

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CIS.BAS	TX 1 635 861	05-14-84
Comp Aided Sales Helper	TX 1 635 860	05-14-84
IHCC.BAS	TX 1 635 859	05-14-84
TAXES.BAS	TX 1 635 858	05-14-84
CASH.BAS	TX 1 635 857	05-14-84
ALLIS.BAS	TX 1 635 856	05-14-84
PRICE.BAS	TX 1 635 855	05-14-84
FACTS.BAS	TX 1 635 854	05-14-84
ACCC.BAS	TX 1 635 853	05-14-84
PRICE.BAS	TX 1 635 852	05-14-84
CASH.BAS	TX 1 635 851	05-14-84
Solutions profiler release version 1.0.	TX 5 069 819	10-08-99
GM-Prospec.	TXu 1 030 184	12-01-00
Signature plus web.	TXu 1 030 185	12-20-01
Signature Plus version for Blue Cross Blue Shield of Minnesota	TXu 1 035 007	05-10-02
Signature plus version for Blue Cross Blue Shield of Minnesota	TXu 1 036 970	05-02-02
Compaq rackbuilder online	TXu 1 108 175	03-07-03

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Schedule E. Other Matters.

The Company licenses third party software, which may include rights pursuant to underlying patents and copyrights, and third party patents. Such third party licenses include licenses with:

1. Peer Direct Corporation
2. Salesforce.com, Inc.
3. BEA Systems, Inc.
4. Orion IP, LLC
5. Oracle Corporation

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Schedule F.

PROMISSORY NOTES, SECURITIES, DEPOSIT ACCOUNTS,
SECURITIES ACCOUNTS AND COMMODITIES ACCOUNTS

Promissory Notes:
None.

Securities and Other Instruments:
None

Name and Address of Institution	Account Number	Type of Account
Maintaining Account Wells Fargo Bank, NA Aurora City Center P.O. Box 5247 Denver, CO 80274	12915690	Deposit Account
The Bank of New York 101 Barclay Street, 8W New York, NY 10286	183592 [Control Account]	Deposit Account
Wells Fargo, NA 90 South 7 th Street Minneapolis, MN 55479	4121192942	Deposit Account

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