

05-21-1998

To the Honorable (



ts and Trademarks:

Please record the

100717091

or copy thereof.

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1. Name of Party(ies) conveying an interest:

INACOM CORPORATION
10810 Farnam Drive
Omaha, NE 68154

Entity:

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

Additional name(s) of conveying party(ies) attached:

yes no

2. Name and Address of Party(ies) receiving an interest:

Name: Deutsche Bank AG, New York Branch
Internal Address: _____
Street Address: 31 West 52nd Street
City: New York
State/Zip: New York, 10019

Entity:

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation-State _____
- Other German Banking Corporation

Citizenship _____

3. Description of the interest conveyed:

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

Date of execution of attached document April 23, 1998

If not domiciled in the United States, a domestic representative designation is attached:

yes no

(The attached document must not be an assignment)

Additional name(s) and addresses attached:

yes no

4. Application number(s) or registration number(s). Additional sheet attached?

yes no

A. Trademark Application No. (s) See attached Schedule A

B. Trademark Registration No. (s) See attached Schedule A

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

Name: Melissa J. Lee
Company: McDermott, Will & Emery
Address: 600 13th Street
City/State/Zip: Washington, DC 20005-3096

6. Number of applications and registrations involved: 10

7. The \$ _____ filing fee is enclosed.

8. Please charge the \$ 265.00 filing fee to Deposit Account No. 13-0203. (duplicate copy of this page attached)

9. Please charge any deficiencies in fees or credit any overpayment to Deposit Account No. 13-0203.

DO NOT USE THIS SPACE

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

Melissa J. Lee
Name of Person Signing

Signature

May 7, 1998
Date

Total number of pages comprising coversheet: 1 2

SCHEDULE A

Continuation from Recordation Cover Sheet

4.A. Trademark Application Serial Nos. and
4.B. Trademark Registration Nos.:

TRADEMARK	COUNTRY	REG/APPLN NO.	DATE OF REG/ FILING
INACALL	United States	2,019,437	11/26/96
INACOM	United States	1,795,496	09/28/93
INACOM	United States	1,795,647	09/28/93
INACOM	United States	2,135,179	02/10/98
INACOM (Stylized)	United States	74/729,373	09/15/95
INACOM ASSET ROLLCALL	United States	2,138,297	02/24/98
INACOM HELPCENTRAL	United States	75/308,220	06/13/97
INACOMMERCE	United States	75/430,507	02/09/98
TECHTRADE	United States	1,674,477	02/04/92
VALCOM	United States	1,311,389	12/25/84

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TRADEMARK
REEL: 1728 FRAME: 0395

SECURITY AGREEMENT

THIS SECURITY AGREEMENT (this "Agreement"), dated as of April 23, 1998, is jointly and severally made by INACOM CORP., a Delaware corporation (the "Borrower"), various subsidiaries party hereto ("Subsidiary Parties"), and each of the other Persons as may become parties to this Security Agreement pursuant to Section 22 (the Borrower, such Subsidiary Parties and each such other Person individually a "Grantor" and collectively referred to herein as the "Grantors") in favor of DEUTSCHE BANK AG, NEW YORK BRANCH, the New York branch of Deutsche Bank AG, a German banking corporation, as agent for the Lenders and its successors as agent for the Lenders (in such capacity, and together with its successors as agent for the Lenders, the "Agent").

RECITALS

A. The Borrower is a party to that certain Credit Agreement dated of even date herewith by and among the Borrower, the several financial institutions from time to time party thereto (the "Lenders"), and Deutsche Bank AG, New York Branch, as agent for the Lenders (as amended, restated, modified, renewed, supplemented or extended from time to time, the "Credit Agreement").

B. It is a condition precedent to each Lender's obligation to make its initial Credit Extension under the Credit Agreement that the Grantors enter into this Agreement and grant to the Agent, for itself and for the ratable benefit of the Lenders, the security interests hereinafter provided to secure the obligations of the Borrower and the other Grantors described below.

C. It is in the best interest of the Grantors to execute this Security Agreement as the Grantors will derive substantial direct and indirect benefits from the Credit Extensions made from time to time to the Borrower by the Lenders pursuant to the Credit Agreement.

Accordingly, the parties hereto agree as follows:

SECTION 1 Definitions; Interpretation.

(a) Terms Defined in Credit Agreement. All capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Credit Agreement.

(b) Certain Defined Terms. As used in this Agreement, the following terms have the following meanings:

"Accounts" means, with respect to a Grantor, any and all accounts of such Grantor, whether now existing or hereafter acquired or arising, and in any event includes all accounts receivable, contract rights, rights to payment and other obligations of any kind owed to such Grantor arising out of or in connection with the sale or lease of merchandise, goods or

commodities or the rendering of services or arising from any other transaction, however evidenced, and whether or not earned by performance, all guaranties, indemnities and security with respect to the foregoing, and all other obligations owing to such Grantor, and all letters of credit relating thereto, in each case whether now existing or hereafter acquired or arising.

“Books” means, with respect to a Grantor, all books, records and other written, electronic or other documentation in whatever form maintained now or hereafter by or for such Grantor in connection with the ownership of its assets or the conduct of its business or evidencing or containing information relating to the Collateral, including: (i) ledgers; (ii) records indicating, summarizing, or evidencing such Grantor's assets (including Inventory and Rights to Payment), business operations or financial condition; (iii) computer programs and software; (iv) computer discs, tapes, files, manuals, spreadsheets; (v) computer printouts and output of whatever kind; (vi) any other computer prepared or electronically stored, collected or reported information and equipment of any kind; and (vii) any and all other rights now or hereafter arising out of any contract or agreement between such Grantor and any service bureau, computer or data processing company or other Person charged with preparing or maintaining any of such Grantor's books or records or with credit reporting, including with regard to such Grantor's Accounts.

“Chattel Paper” means all writings of whatever sort which evidence a monetary obligation and a security interest in or lease of specific goods, whether now existing or hereafter arising.

“Clipper Receivable” means “Pool Receivables”, “Related Assets” and “Originator Notes” as each is defined in the Clipper Receivables Purchase Facility, as in effect on the Closing Date.

“Collateral” has the meaning specified in Section 2.

“Deposit Account” means any demand, time, savings, passbook or like account now or hereafter maintained by or for the benefit of a Grantor with a Lender, savings and loan association, credit union or like organization (including Deutsche) and all funds and amounts therein, whether or not restricted or designated for a particular purpose.

“Documents” means, with respect to a Grantor, any and all documents of title, bills of lading, dock warrants, dock receipts, warehouse receipts and other documents of such Grantor, whether or not negotiable, and includes all other documents which purport to be issued by a bailee or agent and purport to cover goods in any bailee's or agent's possession which are either identified or are fungible portions of an identified mass, including such documents of title made available to such Grantor for the purpose of ultimate sale or exchange of goods or for the purpose of loading, unloading, storing, shipping, transshipping, manufacturing, processing or otherwise dealing with goods in a manner preliminary to their sale or exchange, in each case whether now existing or hereafter acquired or arising.

“Equipment” means, with respect to a Grantor, all now existing or hereafter acquired equipment of such Grantor in all of its forms, wherever located, and in any event

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includes any and all machinery, furniture, equipment, furnishings and fixtures in which such Grantor now or hereafter acquires any right, and all other goods and tangible personal property (other than Inventory), including tools, parts and supplies, automobiles, trucks, tractors and other vehicles, computer and other electronic data processing equipment and other office equipment, computer programs and related data processing software, and all additions, substitutions, replacements, parts, accessories, and accessions to and for the foregoing, now owned or hereafter acquired, and including any of the foregoing which are or are to become fixtures on real property.

“Financing Statements” has the meaning specified in Section 3.

“General Intangibles” means, with respect to a Grantor, all general intangibles of such Grantor, now existing or hereafter acquired or arising, and in any event includes: (i) all tax and other refunds, rebates or credits of every kind and nature to which such Grantor is now or hereafter may become entitled; (ii) all good will, choses in action and causes of action, whether legal or equitable, whether in contract or tort and however arising; (iii) all Intellectual Property Collateral; (iv) all uncertificated securities and interests in limited and general partnerships; (v) all rights of stoppage in transit, replevin and reclamation; (vi) all licenses, permits, consents, indulgences and rights of whatever kind issued in favor of or otherwise recognized as belonging to such Grantor by any Governmental Authority; and (vii) all indemnity agreements, guaranties, insurance policies and other contractual, equitable and legal rights of whatever kind or nature; in each case whether now existing or hereafter acquired or arising.

“Insolvency Default” shall mean the occurrence of any Default under either subsection 10.1(f) or 10.1(g) of the Credit Agreement.

“Instruments” means, with respect to a Grantor, any and all negotiable instruments, certificated securities and every other writing which evidences a right to the payment of money, in each case whether now existing or hereafter acquired (excluding, however, the Originator Notes under and as defined in the Clipper Receivables Purchase Facility).

“Intellectual Property Collateral” means, with respect to a Grantor, the following properties and assets owned or held by such Grantor or in which such Grantor otherwise has any interest, now existing or hereafter acquired or arising:

(i) all patents and patent applications, domestic or foreign, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such patents, patent applications and patent licenses as described in Schedule 1), all rights to sue for past, present or future infringement thereof, all rights arising therefrom and pertaining thereto and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof;

(ii) all copyrights and applications for copyright, domestic or foreign, together with the underlying works of authorship (including titles), whether or not the underlying works of authorship have been published and whether said copyrights are statutory or arise under the common law, and all other rights and works of authorship, all rights, claims and demands in any

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way relating to any such copyrights or works, including royalties and rights to sue for past, present or future infringement, and all rights of renewal and extension of copyright;

(iii) all state (including common law), federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such marks, names, applications and licenses as described in Schedule 1), whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof;

(iv) all trade secrets, confidential information, customer lists, license rights, advertising materials, operating manuals, methods, processes, know-how, sales literature, drawings, specifications, blue prints, descriptions, inventions, name plates and catalogs; and

(v) the entire goodwill of or associated with the businesses now or hereafter conducted by such Grantor connected with and symbolized by any of the aforementioned properties and assets.

"Inventory" means, with respect to a Grantor, any and all of such Grantor's inventory in all of its forms, wherever located, whether now owned or hereafter acquired, and in any event includes all goods (including goods in transit) which are held for sale, lease or other disposition, including those held for display or demonstration or out on lease or consignment or to be furnished under a contract of service, or which are raw materials, work in process, finished goods or materials used or consumed in such Grantor's business, and the resulting product or mass, and all repossessed, returned, rejected, reclaimed and replevied goods, together with all parts, components, supplies, packing and other materials used or usable in connection with the manufacture, production, packing, shipping, advertising, selling or furnishing of such goods; and all other items hereafter acquired by such Grantor by way of substitution, replacement, return, repossession or otherwise, and all additions and accessions thereto, and any Document representing or relating to any of the foregoing at any time.

"Investment Property" has the meaning assigned thereto in the UCC.

"Lender Party" means, as the context may require, any Lender (including any Lender in its capacity as Issuing Lender), any Lender or its Affiliate in its capacity as Swap Provider or the Agent and each of their respective successors, transferees and assigns.

"Proceeds" means, with respect to a Grantor, whatever is receivable or received from or upon the sale, lease, license, collection, use, exchange or other disposition, whether voluntary or involuntary, of any Collateral or other assets of such Grantor, including "proceeds" as defined at UCC Section 9306, any and all proceeds of any insurance, indemnity, warranty or guaranty payable to or for the account of such Grantor from time to time with respect to any of the Collateral, any and all payments (in any form whatsoever) made or due and payable to such Grantor from time to time in connection with any requisition, confiscation, condemnation,

seizure or forfeiture of all or any part of the Collateral by any Governmental Authority (or any Person acting under color of Governmental Authority), any and all other amounts from time to time paid or payable under or in connection with any of the Collateral or for or on account of any damage or injury to or conversion of any Collateral by any Person, any and all other tangible or intangible property received upon the sale or disposition of Collateral, and all proceeds of proceeds.

“Rights to Payment” means all Accounts, and any and all rights and claims to the payment or receipt of money or other forms of consideration of any kind in, to and under all Chattel Paper, Documents, General Intangibles, Instruments and Proceeds.

“Secured Obligations” means all Obligations of the each of the Grantors under or in connection with the Credit Agreement and each other Loan Document to which the Grantors (or any of them) are or may become a party, whether for principal, interest, costs, fees, expenses, indemnities or otherwise and all obligations of each of the Grantors existing under this Security Agreement and each other Loan Document to which the Grantors (or any of them) are or may become a party, in each case whether now existing or hereafter arising, and whether due or to become due, absolute or contingent, liquidated or unliquidated, determined or undetermined.

“Third Party Financed Inventory” means (i) items of inventory which are subject to prior Permitted Liens in favor of IBM Credit Corporation or Deutsche Financial Services under the IBM Inventory Finance Facility or the DFS Inventory Finance Facility, respectively, and (ii) the HP-Lockheed Property.

“UCC” means the Uniform Commercial Code as the same may, from time to time, be in effect in the State of New York; provided, however, in the event that, by reason of mandatory provisions of law, any or all of the attachment, perfection or priority of the security interest in any Collateral is governed by the Uniform Commercial Code as in effect in a jurisdiction other than the State of New York, the term “UCC” shall mean the Uniform Commercial Code as in effect in such other jurisdiction for purposes of the provisions hereof relating to such attachment, perfection or priority and for purposes of definitions related to such provisions.

“UCC Financing Statement” means a Financing Statement or similar filing naming the owner of an asset subject to a Lien as debtor, under the UCC or other applicable law.

(c) Terms Defined in UCC. Where applicable and except as otherwise defined herein, terms used in this Agreement shall have the meanings assigned to them in the UCC.

SECTION 2 Security Interest.

(a) Grant of Security Interest. As security for the payment and performance of the Secured Obligations, each of the Grantors hereby jointly and severally pledges, assigns, transfers, hypothecates and sets over to the Agent for its benefit and for the ratable benefit of the other Lender Parties, and hereby jointly and severally grants to the Agent for its benefit and for

the ratable benefit of the other Lender Parties, a security interest in, all of such Grantor's right, title and interest in, to and under the following property, wherever located and whether now existing or owned or hereafter acquired or arising (collectively, the "Collateral"): (i) all Accounts; (ii) all Chattel Paper; (iii) all Deposit Accounts; (iv) all Documents; (v) all Equipment; (vi) all General Intangibles; (vii) all Instruments; (viii) all Inventory; (ix) all Books; (x) all Investment Property; and (xi) all products and Proceeds of any and all of the foregoing, provided, however, that

(A) that prior to the termination of the Clipper Receivables Purchase Facility, the Clipper Receivables, to the extent purchased pursuant to the Clipper Receivables Purchase Facility as permitted under the Credit Agreement, shall be deemed to be automatically excluded from the Lien hereunder upon such purchase (provided that such Clipper Receivables have not been repurchased by a Grantor); and

(B) as to any "intent to use" application pending or approved before the United States Patent and Trademark Office (the "PTO"), to the extent, and only to the extent, that the grant of Lien thereon hereunder would render such application void or terminable by the PTO, such application shall be excluded from the Collateral.

(b) Grantor Remains Liable. Anything herein to the contrary notwithstanding, (i) each Grantor shall remain liable under any contracts, agreements and other documents included in the Collateral, to the extent set forth therein, to perform all of its duties and obligations thereunder to the same extent as if this Agreement had not been executed, (ii) the exercise by the Agent of any of the rights hereunder shall not release any Grantor from any of its duties or obligations under such contracts, agreements and other documents included in the Collateral, and (iii) neither the Agent nor any other Lender Party shall have any obligation or liability under any contracts, agreements and other documents included in the Collateral by reason of this Agreement, nor shall the Agent or any other Lender Party be obligated to perform any of the obligations or duties of such Grantor thereunder or to take any action to collect or enforce any such contract, agreement or other document included in the Collateral hereunder.

(c) Continuing Security Interest. Each Grantor agrees that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated in accordance with Section 25.

SECTION 3 Financing Statements, Etc. Each Grantor shall execute and deliver to the Agent concurrently with the execution of this Agreement, and at any time and from time to time thereafter, upon the request of Agent, all financing statements, continuation financing statements, termination statements, security agreements, chattel mortgages, assignments, patent, copyright and trademark collateral assignments, fixture filings, warehouse receipts, documents of title, affidavits, reports, notices, schedules of account, letters of authority and all other documents and instruments, in form satisfactory to the Agent (the "Financing Statements"), and take all other action, as the Agent may reasonably request, to perfect and continue perfected, maintain the priority of or provide notice of the Agent's security interest in the Collateral and to accomplish the purposes of this Agreement.

SECTION 4 Representations and Warranties. Each Grantor represents and warrants to the Agent that:

(a) Location of Chief Executive Office and Collateral. Such Grantor's chief executive office and principal place of business is located at the address set forth in Schedule 1, and all other locations where such Grantor conducts business or Collateral is kept are set forth in Schedule 1.

(b) Locations of Books. All locations where Books pertaining to the Rights to Payment are kept, including all equipment necessary for accessing such Books and the names and addresses of all service bureaus, computer or data processing companies and other Persons keeping any Books or collecting Rights to Payment for such Grantor, are set forth in Schedule 1.

(c) Trade Names and Trade Styles. All trade names and trade styles under which such Grantor presently conducts its business operations are set forth in Schedule 1, and, except as set forth in Schedule 1, such Grantor has not, at any time during the preceding five years: (i) been known as or used any other corporate, trade or fictitious name; (ii) changed its name; (iii) been the surviving or resulting corporation in a merger or consolidation; or (iv) acquired through asset purchase or otherwise any business of any Person.

(d) Ownership of Collateral. Such Grantor is, and, except as permitted by Section 5(i), will continue to be, the sole and complete owner of the Collateral (or, in the case of after-acquired Collateral, at the time such Grantor acquires rights in such Collateral, will be the sole and complete owner thereof), free from any Lien other than Permitted Liens.

(e) Enforceability; Priority of Security Interest. (i) This Agreement creates a security interest which is enforceable against the Collateral in which such Grantor now has rights and will create a security interest which is enforceable against the Collateral in which such Grantor hereafter acquires rights at the time such Grantor acquires any such rights; and (ii) the Agent has a perfected and first priority security interest in the Collateral (other Third Party Financed Inventory) in which such Grantor now has rights, and will have a perfected and first priority security interest in the Collateral (other than the Third Party Financed Inventory, for which the Agent shall have a perfected second priority Lien) in which such Grantor hereafter acquires rights at the time such Grantor acquires any such rights, in each case for the Agent's own benefit and for the ratable benefit of the other Lender Parties, and in each case securing the payment and performance of the Secured Obligations.

(f) Other Financing Statements. Other than (i) UCC Financing Statements in favor of the Agent as secured party in its capacity as Agent for the other Lender Parties under the Credit Agreement and any other Loan Documents, and (ii) UCC Financing Statements evidencing Permitted Liens, no effective UCC Financing Statement naming such Grantor as debtor, assignor, grantor, mortgagor, pledgor or the like and covering all or any part of the Collateral is on file in any filing or recording office in any jurisdiction.

(g) Rights to Payment. (i) The Rights to Payment (in the aggregate) represent valid, binding and enforceable obligations of the account debtors or other Persons obligated

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thereon, representing undisputed, bona fide transactions completed in accordance with the terms and provisions contained in any documents related thereto, and are and will be genuine, free from Liens (other than Permitted Liens), and not subject to any adverse claims, counterclaims, setoffs, defaults, disputes, defenses, discounts, retainages, holdbacks or conditions precedent of any kind of character, except to the extent reflected by such Grantor's reserves for uncollectible Rights to Payment or to the extent, if any, that such account debtors or other Persons may be entitled to normal and ordinary course trade discounts, returns, adjustments and allowances in accordance with Section 5(m), or as otherwise disclosed to the Agent in writing;

(ii) to such Grantor's knowledge, all account debtors and other obligors on the Rights to Payment are solvent and generally paying their debts as they come due except to the extent that the Grantor has established adequate reserves therefor in accordance with GAAP;

(iii) to such Grantor's knowledge, all Rights to Payment comply in all material respects with all applicable laws concerning form, content and manner of preparation and execution, including where applicable any federal or state consumer credit laws;

(iv) [Reserved];

(v) [Reserved];

(vi) all statements made, all unpaid balances and all other information in the Books and other documentation relating to the Rights to Payment in the aggregate are true correct and in all material respects; and

(vii) such Grantor has no knowledge of any fact or circumstance which would materially impair the validity or collectibility of the Rights to Payment in the aggregate;

(h) Inventory. No Inventory is stored with any bailee, warehouseman or similar Person or on any premises leased to any Grantor, nor has any Inventory been consigned to any Grantor or consigned by any Grantor to any Person or is held by any Grantor for any Person under any "bill and hold" or other arrangement, except as set forth in Schedule 1;

(i) Intellectual Property. (i) Except as set forth in Schedule 1, such Grantor (directly or through any Subsidiary) does not own, possess or use under any licensing arrangement any patents, copyrights, trademarks, service marks or trade names, nor is there currently pending before any Governmental Authority any application for registration of any patent, copyright, trademark, service mark or trade name;

(ii) all patents, copyrights, trademarks, service marks and trade names are subsisting and none have been adjudged invalid or unenforceable in whole or in part;

(iii) all maintenance fees required to be paid on account of any patents have been timely paid for maintaining such patents in force, and, to such Grantor's knowledge, each of the patents is valid and enforceable and such Grantor has notified the Agent in writing of all material prior art (including public uses and sales) of which it is aware;

(iv) to such Grantor's knowledge after due inquiry, no material infringement or unauthorized use presently is being made of any Intellectual Property Collateral by any Person;

(v) such Grantor is the sole and exclusive owner of the Intellectual Property Collateral and the past, present and contemplated future use of such Intellectual Property Collateral by such Grantor has not, does not and will not infringe or violate any right, privilege or license agreement of or with any other Person; and

(vi) such Grantor owns, has material rights under, is a party to, or an assignee of a party to all material licenses, patents, patent applications, copyrights, service marks, trademarks, trademark applications, trade names and all other Intellectual Property Collateral necessary to continue to conduct its business as heretofore conducted.

(j) Equipment. (i) None of the Equipment or other Collateral is affixed to real property, except Collateral with respect to which such Grantor has supplied the Agent with all information and documentation necessary to make all fixture filings required to perfect and protect the priority of the Agent's security interest in all such Collateral which may be fixtures as against all Persons having an interest in the premises to which such property may be affixed; and (ii) [none of the Equipment is leased from or to any Person, except as permitted under Section 8.10 of the Credit Agreement].

(k) Deposit Accounts. The names and addresses of all financial institutions at which such Grantor maintains its Deposit Accounts, and the account numbers and account names of such Deposit Accounts, are set forth in Schedule 1.

(l) Compliance with Federal Fair Labor Standards Act. To the knowledge of the Grantors, all Collateral has been and will be produced in compliance with the Federal Fair Labor Standards Act.

(m) Corporate Existence and Power. Such Grantor (i) is a corporation duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation; (ii) has the power and authority and all governmental licenses, authorizations, consents and approvals to own its assets, carry on its business and to execute, deliver, and perform its obligations under this Agreement and any other Loan Document to which it is a party; (iii) is duly qualified as a foreign corporation and is licensed and in good standing under the laws of each jurisdiction where its ownership, lease or operation of property or the conduct of its business requires such qualification or license; (iv) is in compliance with all Requirements of Law; except, in each case referred to in clause (iv), to the extent that the failure to do so could not reasonably be expected to have a Material Adverse Effect.

(n) Corporate Authorization; No Contravention. The execution, delivery and performance by such Grantor of this Agreement and each other Loan Document to which it is a party, have been duly authorized by all necessary corporate action, and do not and will not: (i) contravene the terms of any of such Grantor's Organization Documents; (ii) conflict with or result in any breach or contravention of, or the creation of any Lien under, any document evidencing any Contractual Obligation to which such Grantor is a party or any order, injunction,

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writ or decree of any Governmental Authority to which such Grantor or its property is subject other than Liens in favor of the Agent pursuant to the Collateral Documents; or (iii) violate any Requirement of Law.

(o) Governmental Authorization. No approval, consent, exemption, authorization, or other action by, or notice to, or filing with, any Governmental Authority is necessary or required in connection with the execution, delivery or performance by, or enforcement against, such Grantor of this Agreement or any other Loan Document to which it is a party.

SECTION 5 Covenants. So long as any of the Secured Obligations remain unsatisfied or any Lender shall have any Commitment or any Letter of Credit shall be outstanding or any Specified Swap Contract shall be in effect, each Grantor agrees that:

(a) Defense of Collateral. Such Grantor will appear in and defend any action, suit or proceeding which may affect to a material extent its title to, or right or interest in, or the Agent's right to or interest in, the Collateral.

(b) Preservation of Collateral. Such Grantor will do and perform all reasonable acts that may be necessary and appropriate to maintain, preserve and protect the Collateral.

(c) Compliance with Laws, Etc. Such Grantor will comply in all material respects with all Requirements of Law, and all policies of insurance, relating in a material way to the possession, operation, maintenance and control of the Collateral.

(d) Location of Books and Chief Executive Office. Such Grantor will: (i) keep all Books pertaining to the Rights to Payment at the locations identified for such Grantor in Schedule 1; and (ii) give at least 30 days' prior written notice to the Agent of (A) any changes in any such location where Books pertaining to the Rights to Payment are kept, including any change of name or address of any service bureau, computer or data processing company or other Person preparing or maintaining any Books or collecting Rights to Payment for the Grantor or (B) any changes in the location of such Grantor's chief executive office or principal place of business.

(e) Location of Collateral. Such Grantor will: (i) keep the Collateral at the locations set forth for such Grantor in Schedule 1 and not remove the Collateral from such locations (other than disposals of Collateral permitted by subsection (i)) except upon at least 30 days' prior written notice of any removal to the Agent; and (ii) give the Agent at least 30 days' prior written notice of any change in the locations set forth in Schedule 1.

(f) Change in Name, Identity or Structure. Such Grantor will give at least 30 days' prior written notice of (i) any change in its name, (ii) any changes in, additions to or other modifications of its trade names and trade styles set forth in Schedule 1, and (iii) any changes in its identity or structure in any manner which might make any Financing Statement filed hereunder incorrect or misleading (in the case of clause (iii) only, under the UCC (for purposes of creation, attachment or perfection of the Lien evidenced thereby)).

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(g) Maintenance of Records. Such Grantor will keep separate, accurate and complete Books with respect to the Collateral, reasonably disclosing the Agent's security interest hereunder to the extent necessary or desirable under the UCC and other applicable law to maintain and enhance the Agent's security interests hereunder.

(h) Invoicing of Sales. Such Grantor will invoice all of its sales upon forms customary in the industry and to maintain proof of delivery and customer acceptance of goods.

(i) Disposition of Collateral. Such Grantor will not surrender or lose possession of (other than to the Agent), sell, lease, rent, or otherwise dispose of or transfer any of the Collateral or any right or interest therein, except to the extent permitted by Section 8.2 of the Credit Agreement.

(j) Liens. Other than liens in favor of the Agent in its capacity as Agent under the Loan Documents and Permitted Liens, such Grantor will keep the Collateral free of all liens and security interests of any kind.

(k) Expenses. Such Grantor will pay all expenses of protecting, storing, warehousing, insuring, handling and shipping the Collateral.

(l) Leased Premises. At the Agent's request, such Grantor will obtain from each Person from whom such Grantor leases any premises at which any Collateral is at any time present such subordination, waiver, consent and estoppel agreements as the Agent may reasonably require, in form and substance reasonably satisfactory to the Agent.

(m) Rights to Payment. Such Grantor will:

(i) with such frequency as the Agent may reasonably require (but, absent a continuing Event of Default or Insolvency Default, no more frequently than once per month in the case of clauses (A) and (B) below, furnish to the Agent (A) master customer listings, including all names and addresses, together with copies or originals (as requested by the Agent) of documents, customer statements, repayment histories and present status reports relating to the Accounts; (B) accurate records and summaries of Accounts, including detailed agings specifying the name, face value and date of each invoice, and listings of Accounts that are disputed or have been cancelled; and (C) such other matters and information relating to the Accounts as the Agent shall from time to time reasonably request;

(ii) give only normal discounts, allowances and credits as to Accounts and other Rights to Payment, in the ordinary course of business, according to normal trade practices utilized by such Grantor in the past, and enforce all Accounts and other Rights to Payment strictly in accordance with their terms, and take all such action to such end as may from time to time be reasonably requested by the Agent, except that such Grantor may grant a reasonable extension of the time for payment;

(iii) if any discount, allowance, credit, extension of time for payment, agreement to make a rebate or otherwise to reduce the amount owing on, or compromise or settle, an

Account or other Right to Payment exists or occurs, or if, to the knowledge of such Grantor, any dispute, setoff, claim, counterclaim or defense exists or has been asserted or threatened with respect to an Account or other Right to Payment, disclose such fact fully in the Books relating to such Account or other Right to Payment;

(iv) if any Accounts arise from contracts with the United States or any department, agency or instrumentality thereof, immediately notify the Agent thereof and execute any documents and instruments and take any other steps requested by the Agent in order that all monies due and to become due thereunder shall be assigned to the Agent and notice thereof given to the Federal authorities under the Federal Assignment of Claims Act;

(v) in accordance with its sound business judgment perform and comply in all material respects with its obligations in respect of the Accounts and other Rights to Payment;

(vi) upon the request of the Agent (A) at any time, notify all or any designated portion of the account debtors and other obligors on the Rights to Payment of the security interest hereunder, and (B) upon the occurrence of an Event of Default, notify the account debtors and other obligors on the Rights to Payment or any designated portion thereof that payment shall be made directly to the Agent or to such other Person or location as the Agent shall specify; and

(vii) upon the occurrence of any Event of Default or Insolvency Default, establish such lockbox or similar arrangements for the payment of the Accounts and other Rights to Payment as the Agent shall require.

(n) Documents, Etc. Upon the request of the Agent, the Grantor will (i) immediately deliver to the Agent, or an agent designated by it, appropriately endorsed or accompanied by appropriate instruments of transfer or assignment, all Documents, Instruments and Chattel Paper, and all other Rights to Payment at any time evidenced by promissory notes, trade acceptances or other instruments, and (ii) mark all Documents and Chattel Paper with such legends as the Agent shall reasonably specify.

(o) Inventory. Such Grantor will: (i) at such times as the Agent shall request, prepare and deliver to the Agent a report of all Inventory, in form and substance satisfactory to the Agent; (ii) upon the request of the Agent, take a physical listing of the Inventory and promptly deliver a copy of such physical listing to the Agent; and (iii) not store any Inventory with a bailee, warehouseman or similar Person or on premises leased to such Grantor, nor dispose of any Inventory on a bill-and-hold, guaranteed sale, sale and return, sale on approval, consignment or similar basis, nor acquire any Inventory from any Person on any such basis, without in each case giving the Agent at least 30 days' prior written notice thereof.

(p) Equipment. Such Grantor will, upon the Agent's request, deliver to the Agent a report of Equipment in the aggregate, in form and substance reasonably satisfactory to the Agent.

(q) Intellectual Property Collateral. Such Grantor will: (i) not enter into any agreements or transactions (including any license or royalty agreement) pertaining to any Intellectual Property Collateral; (ii) if reasonably within such Grantor's abilities, not allow or suffer any Intellectual Property Collateral to become abandoned, nor any registration thereof to be terminated, forfeited, expired or dedicated to the public; (iii) promptly give the Agent notice of any rights such Grantor may obtain to any new patentable inventions, copyrightable works or other new Intellectual Property Collateral, prior to the filing of any application for registration thereof; and (iv) diligently prosecute all applications for patents, copyrights and trademarks, and file and prosecute any and all continuations, continuations-in-part, applications for reissue, applications for certificate of correction and like matters as shall be reasonable and appropriate in accordance with prudent business practice, and promptly and timely pay any and all maintenance, license, registration and other fees, taxes and expenses incurred in connection with any Intellectual Property Collateral.

(r) Notices, Reports and Information. Such Grantor will (i) notify the Agent of any material claim made or asserted against the Collateral or any portion thereof by any Person and of any change in the composition of the Collateral or other event which could materially adversely affect the value of the Collateral or the Agent's Lien thereon; (ii) furnish to the Agent such statements and schedules further identifying and describing the Collateral and such other reports and other information in connection with the Collateral as the Agent may reasonably request, all in reasonable detail; and (iii) upon request of the Agent make such demands and requests for information and reports as such Grantor is entitled to make in respect of the Collateral.

SECTION 6 Collection of Rights to Payment. Until the Agent exercises its rights hereunder to collect Rights to Payment, each Grantor shall endeavor in the first instance diligently to collect all amounts due or to become due on or with respect to the Rights to Payment. At the request of the Agent, upon and after the occurrence of any Event of Default or Insolvency Default, all remittances received by a Grantor shall be held in trust for the Agent and, in accordance with the Agent's instructions, remitted to the Agent or deposited to an account with the Agent in the form received (with any necessary endorsements or instruments of assignment or transfer).

SECTION 7 Authorization; Agent Appointed Attorney-in-Fact. The Agent shall have the right to, in the name of each Grantor, or in the name of the Agent or otherwise, without notice to or assent by the Grantors, and each Grantor hereby constitutes and appoints the Agent (and any of the Agent's officers, employees or agents designated by the Agent) as such Grantor's true and lawful attorney-in-fact, with full power and authority to:

(i) following prior notice to the Borrower (which shall not be required at any time an Insolvency Default or Event of Default shall exist) sign any of the Financing Statements which must be executed or filed to perfect or continue perfected, maintain the priority of or provide notice of the Agent's security interest in the Collateral and file any such Financing Statements by electronic means with or without a signature as authorized or required by applicable law or filing procedures;

(ii) take possession of and endorse any notes, acceptances, checks, drafts, money orders or other forms of payment or security and collect any Proceeds of any Collateral;

(iii) sign and endorse any invoice or bill of lading relating to any of the Collateral, warehouse or storage receipts, drafts against customers or other obligors, assignments, notices of assignment, verifications and notices to customers or other obligors;

(iv) notify the Postal Service authorities to change the address for delivery of mail addressed to such Grantor to such address as the Agent may designate and, without limiting the generality of the foregoing, establish with any Person lockbox or similar arrangements for the payment of the Rights to Payment;

(v) receive, open and dispose of all mail addressed to such Grantor;

(vi) send requests for verification of Rights to Payment to the customers or other obligors of such Grantor;

(vii) contact, or direct such Grantor to contact, all account debtors and other obligors on the Rights to Payment and instruct such account debtors and other obligors to make all payments directly to the Agent;

(viii) assert, adjust, sue for, compromise or release any claims under any policies of insurance;

(ix) exercise dominion and control over, and refuse to permit further withdrawals from, Deposit Accounts maintained with the Agent;

(x) notify each Person maintaining lockbox or similar arrangements for the payment of the Rights to Payment to remit all amounts representing collections on the Rights to Payment directly to the Agent;

(xi) ask, demand, collect, receive and give acquittances and receipts for any and all Rights to Payment, enforce payment or any other rights in respect of the Rights to Payment and other Collateral, grant consents, agree to any amendments, modifications or waivers of the agreements and documents governing the Rights to Payment and other Collateral, and otherwise file any claims, take any action or institute, defend, settle or adjust any actions, suits or proceedings with respect to the Collateral, as the Agent may deem necessary or desirable to maintain, preserve and protect the Collateral, to collect the Collateral or to enforce the rights of the Agent with respect to the Collateral;

(xii) execute any and all applications, documents, papers and instruments necessary for the Agent to use the Intellectual Property Collateral and grant or issue any exclusive or non-exclusive license or sublicense with respect to any Intellectual Property Collateral;

(xiii) execute any and all endorsements, assignments or other documents and instruments necessary to sell, lease, assign, convey or otherwise transfer title in or dispose of the Collateral; and

(xiv) execute any and all such other documents and instruments, and do any and all acts and things for and on behalf of such Grantor, which the Agent may deem necessary or advisable to maintain, protect, realize upon and preserve the Collateral and the Agent's security interest therein and to accomplish the purposes of this Agreement.

The Agent agrees that, except upon and after the occurrence of an Event of Default or an Insolvency Default, it shall not exercise the power of attorney, or any rights granted to the Agent, pursuant to clauses (ii) through (xiv). The foregoing power of attorney is coupled with an interest and irrevocable so long as any Lender has any Commitment or any Letter of Credit remains outstanding or any Specified Swap Contract shall be in effect or the Secured Obligations have not been paid and performed in full. Each Grantor hereby ratifies, to the extent permitted by law, all that the Agent shall lawfully and in good faith do or cause to be done by virtue of and in compliance with this Section 7.

SECTION 8 Agent Performance of Grantor Obligations. The Agent may perform or pay any obligation which a Grantor has agreed to perform or pay under or in connection with this Agreement, and the Grantors jointly and severally shall reimburse the Agent on demand for any amounts paid by the Agent pursuant to this Section 8.

SECTION 9 Agent's Duties. Notwithstanding any provision contained in this Agreement, the Agent shall have no duty to exercise any of the rights, privileges or powers afforded to it and shall not be responsible to the Grantors or any other Person for any failure to do so or delay in doing so. Beyond the exercise of reasonable care to assure the safe custody of Collateral in the Agent's possession and the accounting for moneys actually received by the Agent hereunder, the Agent shall have no duty or liability to exercise or preserve any rights, privileges or powers pertaining to the Collateral.

SECTION 10 Remedies. Remedies. Upon the occurrence of any Event of Default, the Agent shall have, in addition to all other rights and remedies granted to it in this Agreement, the Credit Agreement or any other Loan Document, all rights and remedies of a secured party under the UCC and other applicable laws. Without limiting the generality of the foregoing, each Grantor agrees that the Agent may:

(i) peaceably and without notice enter any premises of the Grantor, take possession of any the Collateral, remove or dispose of all or part of the Collateral on any premises or elsewhere, or, in the case of Equipment, render it nonfunctional, and otherwise collect, receive, appropriate and realize upon all or any part of the Collateral, and demand, give receipt for, settle, renew, extend, exchange, compromise, adjust, or sue for all or any part of the Collateral, as the Agent may determine;

(ii) require such Grantor to assemble all or any part of the Collateral and make it available to the Agent at any place and time reasonably designated by the Agent;

(iii) use or transfer any of such Grantor's rights and interests in any Intellectual Property Collateral, by license, by sublicense (to the extent permitted by an applicable license) or otherwise, on such conditions and in such manner as the Agent may determine;

(iv) secure the appointment of a receiver of the Collateral or any part thereof to the extent and in the manner provided by applicable law;

(v) withdraw (or cause to be withdrawn) any and all funds from Deposit Accounts; and

(vi) sell, resell, lease, use, assign, transfer or otherwise dispose of any or all of the Collateral in its then condition or following any commercially reasonable preparation or processing (utilizing in connection therewith any of such Grantor's assets, without charge or liability to the Agent therefor) at public or private sale, by one or more contracts, in one or more parcels, at the same or different times, for cash or credit, or for future delivery without assumption of any credit risk, all as the Agent deems advisable; provided, however, that such Grantor shall be credited with the net proceeds of sale only when such proceeds are finally collected by the Agent. The Agent shall have the right upon any such public sale, and, to the extent permitted by law, upon any such private sale, to purchase the whole or any part of the Collateral so sold, free of any right or equity of redemption, which right or equity of redemption such Grantor hereby releases, to the extent permitted by law. Such Grantor hereby agrees that the sending of notice by ordinary mail, postage prepaid, to the address of such Grantor set forth in the Credit Agreement, of the place and time of any public sale or of the time after which any private sale or other intended disposition is to be made, shall be deemed reasonable notice thereof if such notice is sent ten days prior to the date of such sale or other disposition or the date on or after which such sale or other disposition may occur, provided that the Agent may provide such Grantor shorter notice or no notice, to the extent permitted by the UCC or other applicable law.

(b) License. For the purpose of enabling the Agent to exercise its rights and remedies under this Section 10 or otherwise in connection with this Agreement, the Grantor hereby grants to the Agent an irrevocable, non-exclusive and assignable license (exercisable without payment or royalty or other compensation to the Grantor) to use, license or sublicense any Intellectual Property Collateral.

(c) Proceeds Account. To the extent that any of the Secured Obligations may be contingent, unmatured or unliquidated (including with respect to undrawn amounts under any Letter of Credit or contingent amounts due under any Specified Swap Contract) at such time as there may exist an Event of Default, the Agent may, at its election, (i) retain the proceeds of any sale, collection, disposition or other realization upon the Collateral (or any portion thereof) in a special purpose non-interest-bearing restricted deposit account (the "Proceeds Account") created and maintained by the Agent for such purpose (which shall constitute a Deposit Account

included within the Collateral hereunder) until such time as the Agent may elect to apply such proceeds to the Secured Obligations, and each Grantor agrees that such retention of such proceeds by the Agent shall not be deemed strict foreclosure with respect thereto; (ii) in any manner elected by the Agent, estimate the liquidated amount of any such contingent, unmatured or unliquidated claims and apply the proceeds of the Collateral against such amount; or (iii) otherwise proceed in any manner permitted by applicable law. Each Grantor agrees that the Proceeds Account shall be a blocked account and that upon the irrevocable deposit of funds into the Proceeds Account, such Grantor shall not have any right of withdrawal with respect to such funds. Accordingly, each Grantor irrevocably waives until the termination of the security interests granted under this Agreement in accordance with Section 25.

(d) Application of Proceeds. Subject to subsection (b) immediately above, the cash proceeds actually received from the sale or other disposition or collection of Collateral, and any other amounts received in respect of the Collateral the application of which is not otherwise provided for herein, shall be applied (after payment of any amounts payable to the Agent pursuant to Section 8 or Section 15 in whole or in part by the Agent for the benefit of the Lender Parties against all or any part of the Secured Obligations in the following order: (i) first, to any reasonable fees, costs, or other expenses due under the Loan Documents; (ii) next, to any interest (including interest due under subsection 2.9 of the Credit Agreement; (iii) next, to any principal due under the Loan Documents; (iv) last, to any other Secured Obligations (including Secured Swap Obligations not included in (i) or (ii) above.) Any surplus thereof which exists after payment and performance in full of the Secured Obligations shall be promptly paid over to the Grantors or otherwise disposed of in accordance with the UCC or other applicable law. The Grantors shall remain liable to the Agent for any deficiency which exists after any sale or other disposition or collection of Collateral.

SECTION 11 Certain Waivers. Each Grantor waives, to the fullest extent permitted by law, (i) any right of redemption with respect to the Collateral, whether before or after sale hereunder, and all rights, if any, of marshalling of the Collateral or other collateral or security for the Secured Obligations; (ii) any right to require the Agent (A) to proceed against any Person, (B) to exhaust any other collateral or security for any of the Secured Obligations, (C) to pursue any remedy in the Agent's power, or (D) to make or give any presentments, demands for performance, notices of nonperformance, protests, notices of protests or notices of dishonor in connection with any of the Collateral; and (iii) all claims, damages, and demands against the Agent arising out of the repossession, retention, sale or application of the proceeds of any sale of the Collateral.

SECTION 12 Certain Additional Consents and Waivers. This Agreement is absolute, unconditional and irrevocable and is in no way conditioned or contingent on the Borrower's performance of any obligation under the Credit Agreement or any other Loan Document, any attempt to enforce in whole or in part any of the Borrower's liabilities and obligations to any Lender Party or the existence or continuance of the Borrower or any other Person as a legal entity, nor shall this Agreement or the Grantors' obligations hereunder be limited, impaired, restricted or otherwise affected by the consolidation or merger of the Borrower with or into any other entity, the sale, lease or other disposition by the Borrower of all or

substantially all of its assets to any other entity (whether or not effected in compliance with the Loan Documents), or the bankruptcy or insolvency of the Borrower, the admission in writing by the Borrower of its inability to pay its debts as they mature, or its making of a general assignment for the benefit of, or entering into a composition or arrangement with, creditors.

(a) The Agent and the other Lender Parties may, at any time and from time to time, without the consent of or notice to the Grantors, except such notice as may be required by applicable statute which cannot be waived, without incurring responsibility to the Grantors, and without impairing or releasing the obligations of the Grantors hereunder, upon or without any terms or conditions and in whole or in part, (i) to the extent permitted by the Credit Agreement, change the manner, place and terms of payment or change or extend the time of payment of, renew or alter any obligation of the Borrower hereby secured, or in any manner modify, amend or supplement the terms of the Credit Agreement or other Loan Documents (other than this Agreement) or any documents, instruments or agreements executed in connection therewith (other than this Agreement), and this Agreement shall apply to the obligations and liabilities of the Borrower, as changed, extended, renewed, modified, amended, supplemented or altered in any manner, (ii) exercise or refrain from exercising any rights against the Borrower or others (including the Grantor) or otherwise act or refrain from acting, (iii) settle or compromise any obligations and liabilities herein secured or any obligations and liabilities (including any of those hereunder) incurred directly or indirectly in respect thereof or hereof, and may subordinate the payment of all or any part thereof to the payment of any obligations and liabilities which may be due to the Agent, the other Lender Parties or others, (iv) sell, exchange, release, surrender, realize upon or otherwise deal with in any manner or in any order any property pledged or mortgaged by anyone to secure or in any manner securing the Secured Obligations, any liabilities or obligation (including any of those hereunder) incurred directly or indirectly in respect thereof or hereof or any other obligations or liabilities of the Borrower or the Grantors to the Lender Parties or any offset there against, (v) take and hold security or additional security for any or all of the Secured Obligations, (vi) apply any sums by whomsoever paid or howsoever realized to any obligations and liabilities of the Borrower to the Lender Parties regardless of what obligations and liabilities remain unpaid, and (vii) in accordance with the Credit Agreement, assign their rights and interests under this Agreement, the Credit Agreement or the other Loan Documents, in whole or in part. Without limiting the generality of the foregoing, each Grantor hereby specifically waives such Grantor's rights and benefits under any statute, regulation, judicial decision or other law which purports to exonerate or reduce the liability of a surety if the underlying obligation is altered in any respect or if the rights and remedies of the creditor against the principal in respect of a secured obligation are in any way altered, impaired or suspended and agrees that, by so doing, such Grantor's obligations hereunder shall continue even if the Lender Parties alter any obligations under the Credit Agreement or the other Loan Documents (other than this Agreement) in any respect or the Lender Parties' remedies or rights against the Borrower are in any way impaired or suspended without such Grantor's consent.

(b) No invalidity, irregularity or unenforceability of the obligations or liabilities of the Borrower under the Credit Agreement or any other Loan Document shall affect, impair or be a defense to this Agreement. Each Grantor hereby waives any and all benefits and defenses under any statute, regulation, judicial decision or other law which purports to exonerate or reduce

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the liability of a surety as a result of any disability or absence of liability of the principal or any defense to liability or enforcement which the principal may have and agrees that, by so doing, such Grantor's obligations and the security interests granted hereunder shall continue even if the Borrower had no liability at the time of execution of the Credit Agreement or thereafter ceased or cease to be liable. Each Grantor also waives any and all benefits and defenses under any statute, regulation, judicial decision or other law which purports to limit the liability of a surety to that of the principal or to reduce the liability of a surety in proportion to any reduction in the liability of the principal and agrees that, by so doing, such Grantor's obligations hereunder may be more burdensome than that of the Borrower.

(c) Each Grantor, to the extent permitted under applicable law, hereby waives any right, whether arising under any statute, regulation, judicial decision or otherwise, to require the Agent or any other Lender Party to (i) proceed against the Borrower or any other Person acting as surety, guaranteeing or providing collateral or other credit support for the Borrower's obligations under the Credit Agreement or any other Loan Document (a "Third Party Credit Support Provider"), (ii) proceed against or exhaust any security received from the Borrower or any Third Party Credit Support Provider, or (iii) pursue any other right or remedy in the Agent's or the other Lender Parties' power whatsoever.

(d) Each Grantor further waives, to the extent permitted under applicable law: (i) any defense resulting from the absence, impairment or loss of any right of reimbursement, subrogation, contribution or other right or remedy of such Grantor against the Borrower, any Third Party Credit Support Provider or any security, whether resulting from an election by the Agent and the other Lender Parties to foreclose upon security by judicial or nonjudicial sale or otherwise; (ii) any setoff or counterclaim of the Borrower or any defense of any kind (including defenses resulting from any disability) or the cessation or stay of enforcement from any cause whatsoever of the liability of the Borrower (including without limitation the lack of validity or enforceability of the Credit Agreement or any other Loan Document); (iii) any right to exoneration, in whole or in part, of sureties or Third Party Credit Support Providers which would otherwise be applicable; (iv) any right of subrogation or reimbursement, any right of contribution, any right to enforce any remedy which the Agent and the other Lender Parties now have or may hereafter have against the Borrower, and any benefit of, and any right to participate in, any security now or hereafter held or received by the Lender Parties (or the Agent on their behalf); (v) except to the extent, if any, required under the Credit Agreement, all presentments, demands for performance, notices of non-performance, protests, notice of dishonor, notices of acceptance of this Agreement or of the existence, creation or incurring of new or additional obligations under the Credit Agreement or the other Loan Documents, or any other notices of any kind; and (vi) all valuation, appraisal, extension or redemption laws now or hereafter in effect. Without limiting the generality of the preceding clause (iv), each Grantor hereby waives any right to be reimbursed by the Borrower or any Third Party Credit Support Provider for any payment of such obligations made directly or indirectly by such Grantor or from any property of such Grantor, whether arising by way of any statutory, contractual or other right of subrogation, contribution, indemnification or otherwise.

(e) [Reserved.]

(f) Each Grantor acknowledges that it has the ability, and hereby assumes the obligation and responsibility, to keep informed of the financial condition of the Borrower and any Third Party Credit Support Provider and of other matters or circumstances affecting the ability of any of them to pay or perform their respective obligations thereunder or the risk of nonpayment and nonperformance. Each Grantor hereby waives any obligation on the part of the Agent or any other Lender Party to inform such Grantor of the financial condition, or any changes in financial condition, of the Borrower or any Third Party Credit Support Provider or of any other matter or circumstance which might effect the ability of the Borrower to pay and perform under the Credit Agreement or any other Loan Document, or the risk of nonpayment or nonperformance.

SECTION 13 Notices. All notices or other communications hereunder shall be given in the manner and to the addresses specified in the Credit Agreement or, in the case of a Grantor (other than the Borrower), at the address set forth below its signature hereto. All such notices and other communications shall be effective (i) if delivered by hand or pre-paid courier service, when delivered; (ii) if sent by mail, upon the earlier of the date of receipt or five Business Days after deposit in the mail, first class, postage prepaid; (iii) if sent by telex, upon receipt by the sender of an appropriate answerback; and (iv) if sent by facsimile transmission, when sent.

SECTION 14 No Waiver; Cumulative Remedies. No failure on the part of the Agent to exercise, and no delay in exercising, any right, remedy, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, remedy, power or privilege preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights and remedies under this Agreement are cumulative and not exclusive of any rights, remedies, powers and privileges that may otherwise be available to the Agent.

SECTION 15 Costs and Expenses; Indemnification; Other Charges. Costs and Expenses. Each Grantor jointly and severally agrees to pay on demand:

- (i) the reasonable out-of-pocket costs and expenses of the Agent and any of its Affiliates, and the Agent's reasonable Attorney Costs, in connection with the negotiation, preparation, execution, delivery and administration of this Agreement, and any amendments, modifications or waivers of the terms thereof, and the custody of the Collateral;
- (ii) all title, appraisal (including the allocated costs of internal appraisal services), survey, audit, consulting, search, recording, filing and similar costs, fees and expenses incurred or sustained by the Agent or any of its Affiliates in connection with this Agreement or the Collateral; and
- (iii) all reasonable costs and expenses of the Agent and its Affiliates, including Attorney Costs, in connection with the enforcement or attempted enforcement of, and preservation of any rights or interests under, this Agreement, including in any out-of-court workout or other refinancing or restructuring or in any Insolvency Proceeding, and the

protection, sale or collection of, or other realization upon, any of the Collateral, including all expenses of taking, collecting, holding, sorting, handling, preparing for sale, selling, or the like, and other such expenses of sales and collections of Collateral, and any and all losses, costs and expenses sustained by the Agent as a result of any failure by such Grantor to perform or observe its obligations contained herein.

(a) Indemnification. Each Grantor hereby jointly and severally agrees to indemnify the Agent, the other Lender Parties, any Affiliate of any of them, and their respective directors, officers, employees, agents, counsel and other advisors (each an "Indemnified Person") against, and hold each of them harmless from, any and all liabilities, obligations, losses, claims, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever, including the reasonable fees and disbursements of counsel to an Indemnified Person (including allocated costs of internal counsel), which may be imposed on, incurred by, or asserted against any Indemnified Person, in any way relating to or arising out of this Agreement or the transactions contemplated hereby or any action taken or omitted to be taken by it hereunder (the "Indemnified Liabilities"); provided that the Grantors shall not be liable to any Indemnified Person for any portion of such Indemnified Liabilities to the extent they are found by a final decision of a court of competent jurisdiction to have resulted from such Indemnified Person's gross negligence or willful misconduct. If and to the extent that the foregoing indemnification is for any reason held unenforceable, each Grantor jointly and severally agrees to make the maximum contribution to the payment and satisfaction of each of the Indemnified Liabilities which is permissible under applicable law.

(b) Other Charges. Each Grantor jointly and severally agrees to indemnify the Agent against and hold it harmless from any and all present and future stamp, transfer, documentary and other such taxes, levies, fees, assessments and other charges made by any jurisdiction by reason of the execution, delivery, performance and enforcement of this Agreement.

(c) Interest. Any amounts payable to the Agent under this Section 15 or otherwise under this Agreement if not paid upon demand shall bear interest from the date of such demand until paid in full, at the rate of interest set forth in subsection 2.9(c) of the Credit Agreement.

SECTION 16 Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by the Grantors, the Agent and their respective successors and assigns.

SECTION 17 Governing Law. **THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK, EXCEPT AS REQUIRED BY MANDATORY PROVISIONS OF LAW AND TO THE EXTENT THE VALIDITY OR PERFECTION OF THE SECURITY INTERESTS HEREUNDER, OR THE REMEDIES HEREUNDER, IN RESPECT OF ANY COLLATERAL ARE GOVERNED BY THE LAW OF A**

JURISDICTION OTHER THAN NEW YORK, PROVIDED THAT THE AGENT SHALL RETAIN ALL RIGHTS ARISING UNDER FEDERAL LAW.

SECTION 18 Forum Selection and Consent to Jurisdiction. ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT MAY BE BROUGHT IN THE COURTS OF THE STATE OF NEW YORK OR OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF NEW YORK, AND BY EXECUTION AND DELIVERY OF THIS AGREEMENT, EACH OF THE GRANTORS AND THE AGENT CONSENTS, FOR ITSELF AND IN RESPECT OF ITS PROPERTY, TO THE NON-EXCLUSIVE JURISDICTION OF THOSE COURTS. EACH OF THE GRANTORS AND THE AGENT IRREVOCABLY WAIVES ANY OBJECTION, INCLUDING ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS, WHICH IT MAY NOW OR HEREAFTER HAVE TO THE BRINGING OF ANY ACTION OR PROCEEDING IN SUCH JURISDICTION IN RESPECT OF THIS AGREEMENT OR ANY DOCUMENT RELATED HERETO. THE GRANTORS AND THE AGENT EACH WAIVE PERSONAL SERVICE OF ANY SUMMONS, COMPLAINT OR OTHER PROCESS, WHICH MAY BE MADE BY ANY OTHER MEANS PERMITTED BY NEW YORK LAW.

SECTION 19 Waiver of Jury Trial. THE GRANTORS AND THE AGENT EACH WAIVE THEIR RESPECTIVE RIGHTS TO A TRIAL BY JURY OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE OTHER LOAN DOCUMENTS, OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY, IN ANY ACTION, PROCEEDING OR OTHER LITIGATION OF ANY TYPE BROUGHT BY ANY OF THE PARTIES AGAINST ANY OTHER PARTY OR ANY AGENT-RELATED PERSON, PARTICIPANT OR ASSIGNEE, WHETHER WITH RESPECT TO CONTRACT CLAIMS, TORT CLAIMS, OR OTHERWISE. THE GRANTORS AND THE AGENT EACH AGREE THAT ANY SUCH CLAIM OR CAUSE OF ACTION SHALL BE TRIED BY A COURT TRIAL WITHOUT A JURY. WITHOUT LIMITING THE FOREGOING, THE PARTIES FURTHER AGREE THAT THEIR RESPECTIVE RIGHT TO A TRIAL BY JURY IS WAIVED BY OPERATION OF THIS SECTION AS TO ANY ACTION, COUNTERCLAIM OR OTHER PROCEEDING WHICH SEEKS, IN WHOLE OR IN PART, TO CHALLENGE THE VALIDITY OR ENFORCEABILITY OF THIS AGREEMENT OR THE OTHER LOAN DOCUMENTS OR ANY PROVISION HEREOF OR THEREOF. THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS.

SECTION 20 Entire Agreement; Amendment. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and shall not be amended except by the written agreement of the parties as provided in the Credit Agreement.

SECTION 21 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under all applicable laws and regulations. If, however, any provision of this Agreement shall be prohibited by or invalid under any such law or regulation in any jurisdiction, it shall, as to such jurisdiction, be deemed modified to conform to the minimum requirements of such law or regulation, or, if for any reason it is not deemed so modified, it shall be ineffective and invalid only to the extent of such prohibition or invalidity without affecting the remaining provisions of this Agreement, or the validity or effectiveness of such provision in any other jurisdiction.

SECTION 22 Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts and additional persons may become Grantors hereunder by executing a counterpart of this Security Agreement or by executing a supplement hereto, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement.

SECTION 23 Incorporation of Provisions of the Credit Agreement. To the extent the Credit Agreement contains provisions of general applicability to the Loan Documents, including any such provisions contained in Article XII thereof, such provisions are incorporated herein by this reference.

SECTION 24 No Inconsistent Requirements. Each Grantor acknowledges that this Agreement and the other Loan Documents may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and agrees that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms.

SECTION 25 Termination. Upon termination of the Commitments of the Lenders under the Loan Documents, the surrender of any Letters of Credit issued by any Issuer for the account of the Borrower, termination of all Specified Swap Contracts, and payment and performance in full of all Secured Obligations, the security interests granted under this Agreement shall terminate and the Agent shall promptly execute and deliver to the Grantors such documents and instruments reasonably requested by the Grantors as shall be necessary to evidence termination of all security interests given by the Grantors to the Agent hereunder; provided, however, that the obligations of the Grantors under Section 15 shall survive such termination.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement,
as of the date first above written.

THE GRANTORS

INACOM CORP.

By: Richard C. Osler
Title: Treasurer

INACOM TENNESSEE, INC.

By: Richard C. Osler
Title: Treasurer

INACOM COMMUNICATIONS, INC.

By: Richard C. Osler
Title: Treasurer

INACOMP FINANCIAL SERVICES, INC.

By: Richard C. Osler
Title: Treasurer

INACOM INTERNATIONAL, INC.

By: Richard C. Osler
Title: Treasurer

INACOM SOLUTIONS, INC.

By: Richard C. Osler
Title: Treasurer

PERIGEE COMMUNICATIONS, INC.

By: Richard C. Oster
Title: Treasurer

GORHAM CLARK, INC.

By: Richard C. Oster
Title: Treasurer

NETWORKS, INC.

By: Richard C. Oster
Title: Treasurer

BOSTON COMPUTER EXCHANGE
CORPORATION

By: Richard C. Oster
Title: Treasurer

PC TECHNICAL SERVICES, INC.

By: Richard C. Oster
Title: Treasurer

INACOM PROFESSIONAL SERVICES,
INC.

By: Richard C. Oster
Title: Treasurer

KURE ASSOCIATES, INC.

By: _____
Title: _____

THE AGENT

DEUTSCHE BANK AG, NEW YORK
BRANCH

By: Andre Heitbaum
Title: Andre Heitbaum
Asst. Vice President

By: William W. McGinty
Title: William W. McGinty
Director

Addresses for Notices for all Grantors

[Name of Grantor]
c/o InaCom Corp.
Attn: Chief Financial Officer
10810 Farnam Drive
Omaha, NE 68154
Fax No.: (402) 758-4635

with a copy to:
McGrath, North, Mullin & Kratz, P.C.
Attn: David L. Hefflinger
222 South 15th Street
Suite 1400
Omaha, NE 68102
Fax No.: (402) 341-0216

V48450012\10ADDSEC.001

**Schedule 1
to the Security Agreement**

**1. Locations of Chief Executive Office and Other Locations, Including of Collateral
(§ 4(a))**

a. Chief Executive Office and Principal Place of Business for each Grantor:

10810 Farnam Drive
Omaha, NE 68154

b. Other locations such Grantor conducts business or Collateral is kept:

6377 John J. Pershing Drive
Omaha, NE 68110

*502 Birch Creek Road
Swedesboro, NJ 08085

10810 Farnam Drive
Omaha, NE 68154

*13900 Chalco Valley Parkway
Omaha, NE 68138

13406 Industrial Road
Omaha, NE 68138

10909 "E" Street
Omaha, NE 68127

520 Pedrick Town Road
Swedesboro, NJ 08085

13831 Chalco Valley Parkway
Omaha, NE 68188

*1220 South Baker Avenue
Ontario, CA 91761

*Designates Primary Inventory Locations

2. Locations of Books Pertaining to Rights to Payment (§ 4(b))

10810 Farnam Drive
Omaha, NE 68154

3. Trade Names and Trade Styles; Other Corporate, Trade or Fictitious Names, Etc.
(§ 4(c))

InaCom Corp.
Inacomp Financial Services, Inc.
InaCom Business Centers, Inc.
InaCom Services, Inc.
InaCom Communications, Inc.
Boston Computer Exchange Corporation
Inacomp Computer Centers, Inc.
Inacomp Computer Centers of Michigan, Inc.
InaCom Information Systems
InaCom Leasing
InaCom Computer Rentals
Inacomp America, Inc.
Inacomp Computer Centers of California, Inc.
Inacomp Computer Centers of Georgia, Inc.
Inacomp Southwest, Inc.
INASUB, Inc.
Valcom, Inc.
Valcom Computer Centers, Inc.
Valcom Mid-Atlantic, Inc.
Valcom Southwest, Inc.
Strategic Products and Services, Inc.
Business Technology Group, Inc.
ICC Mid-States, Inc.
ICC of Illinois, Inc.
ICC of Florida, Inc.
Valcom
InaCom International, Inc.
InaCom Tennessee, Inc.
InaCom Professional Services, Inc.
InaCom Enterprise Services, Inc.
Computer Access
Computer Biz, Inc.
Corporate Resources International
HW Electronics, Inc.
Arynkel, Inc.
Josh Hodge Enterprises, Inc.
Bethco, Inc.
Kure Associates, Inc.
InaCom Solutions, Inc.
Networks, Inc.
Perigee Communications, Inc.
DCC, Inc.
Gorham Clark, Inc.
PC Technical Services, Inc.
Proteus Coastal Inc.

4. **Inventory Stored with Warehousemen or on Leased Premises, Etc.** (§ 4(h))

Product Consigned pursuant to the DFS Inventory Finance Facility

5. **Patents, Copyrights, Trademarks, Etc.** (§ 4(i))

See Attachment § 4(i) attached hereto.

6. **Deposit Accounts** (§ 4(k))

See Attachment (§ 4(k))

Attachment § 4 (i)
Patents, Copyrights, Trademarks, Etc.

Country:		Australia		Reg. Owner		App. #	App. Dt	Reg. #	Reg. Dt	Allow. Dt	ITU
ID	Mark	Classes									
127	ICG	9	INACOM CORP.								No
128	ICG	36	INACOM CORP.								No
129	ICG	37	INACOM CORP.								No
130	ICG	38	INACOM CORP.								No
131	ICG	41	INACOM CORP.								No
132	ICG	42	INACOM CORP.								No

Country:		Canada		Reg. Owner		App. #	App. Dt	Reg. #	Reg. Dt	Allow. Dt	ITU
ID	Mark	Classes									
653	INACOM		INACOM CORP.			793878	9/29/95				No
652	INTERNATIONAL COMPUTER GROUP		INACOM CORP.			793877	9/29/95				No

Country:		China (People's Republic Of)		Reg. Owner		App. #	App. Dt	Reg. #	Reg. Dt	Allow. Dt	ITU
ID	Mark	Classes									
133	ICG	9	INACOM CORP.								No
134	ICG	36	INACOM CORP.								No
135	ICG	37	INACOM CORP.								No
136	ICG	38	INACOM CORP.								No
137	ICG	41	INACOM CORP.								No
138	ICG	42	INACOM CORP.								No

Country:		Hong Kong		Reg. Owner		App. #	App. Dt	Reg. #	Reg. Dt	Allow. Dt	ITU
ID	Mark	Classes									
139	ICG	9	INACOM CORP.								No
140	ICG	36	INACOM CORP.								No
141	ICG	37	INACOM CORP.								No
142	ICG	38	INACOM CORP.								No
143	ICG	41	INACOM CORP.								No
144	ICG	42	INACOM CORP.								No

Country:		Indonesia		Reg. Owner		App. #	App. Dt	Reg. #	Reg. Dt	Allow. Dt	ITU
ID	Mark	Classes									
145	ICG	9	INACOM CORP.								No
146	ICG	36	INACOM CORP.								No
147	ICG	37	INACOM CORP.								No

ID	Mark	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Allow. Dt	ITU
148	ICG	38	INACOM CORP.						No
149	ICG	41	INACOM CORP.						No
150	ICG	42	INACOM CORP.						No

Country: Japan									
ID	Mark	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Allow. Dt	ITU
151	ICG	9	INACOM CORP.						No
152	ICG	36	INACOM CORP.						No
153	ICG	37	INACOM CORP.						No
154	ICG	38	INACOM CORP.						No
155	ICG	41	INACOM CORP.						No
156	ICG	42	INACOM CORP.						No
110		36	INACOM AND DESIGN		1/28/97				No
111		37	INACOM AND DESIGN		1/28/97				No
112		38	INACOM AND DESIGN		1/28/97				No
113		41	INACOM AND DESIGN		1/28/97				No
114		42	INACOM AND DESIGN		1/28/97				No

Country: Malaysia									
ID	Mark	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Allow. Dt	ITU
157	ICG	9	INACOM CORP.						No
158	ICG	36	INACOM CORP.						No
159	ICG	37	INACOM CORP.						No
160	ICG	38	INACOM CORP.						No
161	ICG	41	INACOM CORP.						No
162	ICG	42	INACOM CORP.						No

Country: New Zealand									
ID	Mark	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Allow. Dt	ITU
163	ICG	9	INACOM CORP.						No
164	ICG	36	INACOM CORP.						No
165	ICG	37	INACOM CORP.						No
166	ICG	38	INACOM CORP.						No
167	ICG	41	INACOM CORP.						No
168	ICG	42	INACOM CORP.						No

Country: Philippines									
ID	Mark	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Allow. Dt	ITU
169	ICG	9	INACOM CORP.						No
170	ICG	36	INACOM CORP.						No

ID	Mark	Class	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Allow. Dt	ITU
171	ICG	37	INACOM CORP.						No
172	ICG	38	INACOM CORP.						No
173	ICG	41	INACOM CORP.						No
174	ICG	42	INACOM CORP.						No

Country: Singapore									
ID	Mark	Class	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Allow. Dt	ITU
175	ICG	9	INACOM CORP.						No
176	ICG	36	INACOM CORP.						No
177	ICG	37	INACOM CORP.						No
178	ICG	38	INACOM CORP.						No
179	ICG	41	INACOM CORP.						No
180	ICG	42	INACOM CORP.						No

Country: South Korea									
ID	Mark	Class	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Allow. Dt	ITU
115	ICG	9	INACOM CORP.						No
116	ICG	36	INACOM CORP.						No
117	ICG	37	INACOM CORP.						No
124	ICG	38	INACOM CORP.						No
125	ICG	41	INACOM CORP.						No
126	ICG	42	INACOM CORP.						No

Country: Taiwan									
ID	Mark	Class	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Allow. Dt	ITU
181	ICG	9	INACOM CORP.						No
182	ICG	36	INACOM CORP.						No
183	ICG	37	INACOM CORP.						No
184	ICG	38	INACOM CORP.						No
185	ICG	41	INACOM CORP.						No
186	ICG	42	INACOM CORP.						No

Country: Thailand									
ID	Mark	Class	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Allow. Dt	ITU
118	ICG	9	INACOM CORP.						No
119	ICG	36	INACOM CORP.						No
120	ICG	37	INACOM CORP.						No
121	ICG	38	INACOM CORP.						No
122	ICG	41	INACOM CORP.						No

No

INACOM CORP.

42

ICG

173

Country:	ID	Mark	United States	Class	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Allow. Dt	ITU
	677	INACALL		36, 38	INACOM CORP.	75/975,063	5/30/95	2,019,437	11/26/96		No
	297	INACOM		35, 41	INACOM CORP.	74/801,326	7/19/91	1,795,496	9/28/93	5/26/92	Yes
	310	INACOM		9	INACOM CORP.	74/187,259	7/22/91	1,795,647	9/28/93	6/1/92	Yes
	617	INACOM		9, 36, 37, 38, 41, 42	INACOM CORP.	74/730,226	9/18/95	2,135,179	2/10/98		No
	618	INACOM (STYLIZED)		9, 36, 37, 38, 41, 42	INACOM CORP.	74/729,373	9/15/95				No
	54	INACOM ASSET		42	INACOM CORP.	75/137,694	7/22/96	2,138,297	2/24/98		Yes
	236	ROLLCALL									
		INACOM		42	INACOM CORP.	75/308,220	6/13/97				No
		HELPCENTRAL									
	800	INACOMMERCE		42	INACOM CORP.	75/430,507	2/9/98				No
	450	TECHTRADE		35	INACOM CORP.	74/141,664	2/25/91	1,674,477	2/4/92		No
	453	VALCOM		35, 41, 42	INACOM CORP.	73/471,926	3/26/84	1,311,389	12/25/84		No

Country:	ID	Mark	WIPO	Class	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Allow. Dt	ITU
	187	ICG		9	INACOM CORP.						No
	188	ICG		36	INACOM CORP.						No
	189	ICG		37	INACOM CORP.						No
	190	ICG		38	INACOM CORP.						No
	191	ICG		41	INACOM CORP.						No
	192	ICG		42	INACOM CORP.						No

Attachment § 4 (k)
Deposit Accounts

SUMMARY OF ALL LOCKBOX LOCATIONS

EAST REGION:

CORESTATES
P O BOX 8247
TRENTON NJ 08650
PHONE 609-771-5615
ACCT # 1414984470

LOCKBOX ADDRESS
P O BOX 8500
S-41835
PHILADELPHIA PA 19178

CENTRAL REGION:

FIRST CHICAGO NBD
ONE FIRST NATIONAL PLAZA
CHICAGO, IL 60670
PHONE 312-732-4000
ACCT # 51-01999

LOCKBOX ADDRESS
P O BOX 93847
CHICAGO IL 60673-3847

SOUTH REGION:

SUN BANK
P O BOX 3833
ORLANDO FL 32801
PHONE 407-237-4567
ACCT # 6215215029971

LOCKBOX ADDRESS
P O BOX 30000
ORLANDO FL 32891

FORMERLY MIDATLANTIC REGION LOCKBOX

NATIONSBANK
P.O. BOX 65003
CHARLOTTE, NC 28265
PHONE 214-508-2859
ACCT# 001049188

LOCKBOX ADDRESS
P O BOX 651354
CHARLOTTE, NC 28265-1354

WEST REGION:

BANK OF AMERICA
300 SOUTH HARBOR BLVD
ANAHEIM CA 92805
PHONE 714-778-7240
ACCT # 0209906578
INACOM FEDERAL SYSTEMS GROUP:

LOCKBOX ADDRESS
FILE 81581
LOS ANGELES CA 90074

FIRST CHICAGO NBD
ONE FIRST NATIONAL PLAZA
CHICAGO IL 60670
PHONE 312-732-4000
ACCT # 51-01999

LOCKBOX ADDRESS
P O BOX 93859
CHICAGO IL 60673-3859

INACOM FINANCIAL SERVICES (RENTALS):

FIRST BANK
601 SECOND AVE SOUTH
MINNEAPOLIS MN 55402
PHONE 612-973-0794
ACCT # 182380003307

LOCKBOX ADDRESS
DEPARTMENT 0460
MILWAUKEE WI 53259-0460

CORPORATE:

BANK OF AMERICA
231 SOUTH LASALLE STREET
CHICAGO IL 60692
PHONE 312-828-1512
ACCT # 78-59759

LOCKBOX ADDRESS
P O BOX 91323
CHICAGO IL 60693

INACOM ENTERPRISE SERVICES:

FIRST CHICAGO NBD
ONE FIRST NATIONAL PLAZA
CHICAGO IL 60670
ACCT # 51-01999

LOCKBOX ADDRESS
P O BOX 93849
CHICAGO IL 60673-3849

INACOM PROFESSIONAL SERVICES MINNEAPOLIS:

FIRST CHICAGO NBD
ONE FIRST NATIONAL PLAZA
CHICAGO IL 60670
ACCT # 51-01999

LOCKBOX ADDRESS
P O BOX 93863
CHICAGO IL 60673-3863

INACOM COMMUNICATIONS:

COMERICA BANK
P O BOX 75000
DETROIT MI 48275
ACCT# 1850747567

LOCKBOX ADDRESS
DEPT #107601
INACOM COMMUNICATIONS
P O BOX 55000
DETROIT MI 48255-1076

NORWEST BANK
P O BOX 3408
OMAHA NE 68103
ACCT# 1155075108

LOCKBOX ADDRESS
INACOM COMMUNICATIONS
MAIL STATION 0835
P O BOX 3366
OMAHA, NE 68176-0835

CORPORATE ACCOUNTS:

BANK OF AMERICA
231 SOUTH LASALLE STREET
CHICAGO IL 60692

CONTACT:
CARL THORNROSE
312-828-3522

CONCENTRATION ACCT:
ACCT# 78-59759

LOCKBOX
91323

ABA# 071000039

LOCKBOX ADDRESS FOR OVERNITE
INACOM
C\O BANK OF AMERICA
840 S CANAL 3RD FLOOR
P O BOX 91323
CHICAGO IL 60693

NORWEST BANK NE
1919 DOUGLAS
OMAHA NE 68103

CONTACT :
SUE MORELAND
402-536-2083

DEPOSIT ACCT:
11500-25806

PAYROLL ACCT:
11550-19181

PAYROLL POOL ACCT:
11501-09583

CHECKING ZBA:
11550-37072

GREAT WEST LIFE
HEALTH INSURANCE
11550-95125

ABA# 104000058

FIRST CHICAGO NBD BANK
ONE FIRST NATIONAL PLAZA
MAIL SUITE 0196
CHICAGO, IL 60670-0196

CONTACT:
NATHAN BLOCH
312-732-2243
STEPHEN PHELPS
312-732-2215

CONCENTRATION ACCT:
389213

INACOM ACCT:
666903

DISBURSEMENT ACCT:
INACOM CORPORATE
193616

LOCKBOX ACCT NUMBER
51-019999

ABA# 072000326

CORPORATE ACCOUNTS CONTINUED:

LOCKBOX ADDRESS FOR OVERNITE:

FIRST NATIONAL BANK OF CHICAGO
7TH FLOOR MAILROOM
525 WEST MONROE
CHICAGO, IL 60661
ATTN: LOCKBOX NAME\NUMBER

SOUTH REGION:

FLORIDA MAIN ACCOUNT
AND LOCKBOX

****ALL ACCOUNTS ZBA
INTO THIS MAIN ACCOUNT**

REPORTED BY
NBD
NBD DISB ACCT FOR ALL STORES
01006586

**NAME ON BANK ACCOUNT
ICC OF FLORIDA INC

INACOM\ALTAMONTE SPRINGS
555 WINDERLY PLACE SUITE 105
MAITLAND, FL 32751
407-660-5700

REPORTED BY
NBD

INACOM\W PALM BEACH
1800 FOREST HILL BLVD
W PALM BEACH FL 33406
407-433-1903

REPORTED BY
NBD

INACOM\JACKSONVILLE
10151 DEERWOOD PARK BLVD
BLDG 200 SUITE 105
JACSONVILLE FL 32256
904-564-1922

REPORTED BY
NBD

INACOM\TAMPA
5840 F W CYPRESS STREET
TAMPA FL 33607
813-288-0091

REPORTED BY
NBD

SUN BANK
P O BOX 3833
ORLANDO FL 32801 *4478*
PHONE 407-237-~~6206~~
CONTACT: HEINZ SCHMITZ
ACCT# 6215215029971
ABA# 063102152
CALLS CASHNET
LOCKBOX IS REPORTED BY
BANK

LOCKBOX ADDRESS
P.O. BOX 30000
ORLANDO, FL 32891

SUNBANK
ACCT# 6215215029980
CALLS CASHNET

SOUTH REGION CONTINUED:

INACOM\MIAMI
8001 N W 36TH STREET
MIAMI FL 33172
305-599-9740

REPORTED BY
NBD

INACOM\AL TOMONTE SPRINGS
CJG GROUP
ONLY HAS CREDIT CARD SALES
OR DEPOSITS INTO AL TOMONTE SPRINGS
ACCOUNT

INACOM\ROSWELL
8601 DUNWOODY PLACE SUITE 538
ATLANTA GA 30350
770-643-8533

REPORTED BY
NBD
NBD DISB ACCT
10065-86

NATIONSBANK OF GA
1 PERIMETER CENTER EAST
ATLANTA GA 30346
PHONE 770-717-6442
CONTACT: JAMIE ESELY
CHARLOTTE (704-386-7010)
ACCT# 3750773163
OLD ACCT# 02252146
ABA# 111000012
CALLS CASHNET

INACOM\ATLANTA
5505 ROSWELL RD NE
ATLANTA GA 30342
404-252-9611

REPORTED BY
NBD

DEPOSITS INTO SAME
ACCOUNT AS ROSWELL
NATIONSBANK

**NAME ON BANK ACCOUNT
INACOMP COMPUTER CENTERS

INACOM\DALLAS
15280 ADDISON ROAD SUITE 130
DALLAS TX 75248
972-503-0047

NO DISB ACCT

SOUTH REGION CONTINUED:

INACOM\SAN ANTONIO
3355 CHERRY RIDGE SUITE 212
SAN ANTONIO TX 78230
210-442-2711

NO DISB ACCT

INACOM\BETHCO
2836 DUG HILL ROAD
HUNTSVILLE AL 35811
205-852-8950

NO DISB ACCT

INACOM\HOUSTON
11111 RICHMOND AVE
SUITE 154
HOUSTON TX 77082
713-26-7989

NO DISB ACCT

INACOM\BETHCO
WESTWOOD CENTER
6750 FORUM DRIVE
SUITE 316
ORLANDO FL 32821
407-363-9585

NO DISB ACCT

INACOM\BETHCO
2100 RIVERCHASE CENTER
SUITE 411
BIRMINGHAM AL 35244
205-987-8373

SUNTRUST BANK
LOCKBOX
ACCT 8801896641

NO DISB ACCT

INACOM\BETHCO
5600 OAKBROOK PARKWAY
SUITE 290
NORCROSS, GA 30093
770-453-1560

SOUTH REGION CONTINUED:

INACOM\BETHCO
5600 OAKBROOK PARKWAY
SUITE 290
NORCROSS GA 30093
770-453-1560

NO DISB ACCT

INACOM\BETHCO
2700 NE EXPRESSWAY
SUITE B450
ATLANTA GA 030345
404-636-7330

NO DISB ACCT

INACOM\CHARLOTTE
1337 HUNDRED OAKS DRIVE
CHARLOTTE, NC 28217
704-522-9898

NO DISB ACCT

INACOM\GREENSBORO
406 K GALLIMORE DIARY ROAD
GREENSBORO, NC 27409
910-668-9301

NO DISB ACCT

INACOM\GREENVILLE
201 BROOKFIELD PARKWAY
SUITE 150
GREENVILLE, SC 29607
803-288-0926

NO DISB ACCT

INACOM\RICHMOND
9884 MAYLAND DRIVE
RICHMOND, VA 23233
804-967-0060

NO DISB ACCT

LOCKBOX FOR FORMER
MID-ATLANTIC REGION
NATIONSBANK
P.O. BOX 65003
CHAROLOTTTE, NC 28265
ACCT REPRESENTATIVE
LOUISE COMBS
704 386-4552
LOCKBOX REPRESENTATIVE
SARA CHEEKS
704-386-8833
ACCT # 3750342031
OLD ACCT# 001049188
ABA# 053000196

LOCKBOX ADDRESS:
P.O. BOX 651354
CHARLOTTE, NC 28265-1354

SOUTH REGION CONTINUED:

INACOM\DURHAM (RTP)
960 AVIATION PARKWAY 100
MORRISVILLE, NC 27560
919-361-1973

NO DISB ACCT

INACOM\VIENNA
4700 CORRIDOR PLACE
BELTSVILLE, MD 20705
301-937-9090

NO DISB ACCT

INACOM \TECHNOLOGY EXPRESS
804 THIRD AVE SOUTH
NASHVILLE, TN 37210
615-365-2400

NO DISB ACCT

INACOM\LOUISVILLE
6100 DUTCHMANS LANE
12TH FLOOR
LOUISVILLE, KY 40205
502-451-0206

NO DISB ACCT

CENTRAL REGION:

**NOTE ALL STORES USE
FIRST CHICAGO LOCKBOX

NBD DISB ACCT
279766

P.O. BOX 93847
CHICAGO IL 60673-3847
PHONE 312-732-4630
CONTACT: NORMA TOLEDO
ACCT# 51-01999

INACOM\OMAHA
9300 UNDERWOOD AVE SUITE 170
OMAHA NE 68114
402-392-2700

NORWEST DISB ACCT

INACOM\WICHITA
3450 NORTH ROCK RD
SUITE 603
WICHITA KS 67226
316-636-5533

NORWEST DISB ACCT

INACOM\OVERLAND PARK
8575 W 110TH STREET SUITE 106
OVERLAND PARK KS 66210
913-661-9494

NO DISB ACCT

INACOM\ST. LOUIS
424 S WOODS MILL ROAD
SUITE 110
CHESTERFIELD MO 63017
314-434-8566

NO DISB ACCT

INACOM\DENVER
393 INVERNESS DRIVE S
ENGLEWOOD CO 80112
303-754-5650

NBD DISB ACCT
232726

CENTRAL REGION CONTINUED:

INACOM\INDIANAPOLIS
10291 N MERIDIAN STREET SUITE 100
INDIANAPOLIS IN 46290
317-582-2777

NO DISB ACCT

INACOM\EDEN PRAIRIE
10025 VALLEY VIEW ROAD
SUITE 150
EDEN PRAIRIE MN 55344
612-828-9550

INACOM\TROY
800 KIRKS BLVD SUITE 100
TROY MI, 48084
810-244-0520

NO DISB ACCT

INACOM\KALAMAZOO
8051 MOORSBRIDGE ROAD
PORTAGE, MI 49024
616-323-0700

NO DISB ACCT

INACOM\MIDLAND
4400 JAMES SAVAGE ROAD
MIDLAND, MI 48642
517-496-0090

NO DISB ACCT

INACOM\VALLEY VIEW
9885 ROCKSIDE ROAD
SUITE 100
VALLEY VIEW, OH

NO DISB ACCT

WEST REGION:

CALIFORNIA MAIN ACCOUNT
AND LOCKBOX

****ALL STORES DEPOSIT
INTO THIS MAIN ACCOUNT**

REPORTED BY
NBD
NBD DISB ACCT FOR ALL STORES
10122-76

INACOM\SAN DIEGO
11777 SORRENTO VALLEY RD
SAN DIEGO CA 92121
619-794-5360

INACOM\GARDEN GROVE
18551 VON KARMAN AVENUE
SUITE 120
IRVINE CA 92612
714-223-2600

INACOM\LOS ANGELES
4221 WILSHIRE BLVD SUITE 400
LOS ANGELES, CA 90010
213-964-9000

INACOM\HONOLULU
711 KAPIOLANI BLVD SUITE 1400
HONOLULU HI 96813
808-589-5800

INACOM\TEMPE
645 E MISSOURI
SUITE 290
PHOENIX, AZ 85012
602-248-9144

NORWEST DISB ACCT

BANK OF AMERICA
300 SOUTH HARBOR BLVD
P O BOX 231
ANAHEIM CA 92805
PHONE 714-778-7649
CONTACT: KAREN TURNER
JOAN
ACCT# 02096-05179PAYROLL
ACCT# 0209906578
ABA# 121000358
CALLS CASHNET
LOCKBOX IS REPORTED BY
BANK

LOCKBOX ADDRESS
FILE # 81581
LOS ANGELES, CA 90074

WESTERN REGION CONTINUED:

INACOM\TUCSON
333 N WILMONT
SUITE 350
TUCSON AZ 85711
520-512-8300

NORWEST DISB ACCT

INACOM\LAS VEGAS
5430 WEST SAHARA #100
LAS VEGAS NV 89102
702-364-1010

NORWEST DISB ACCT

INACOM\SAN FRANCISCO
1065 E HILLSDALE BLVD
SUITE 304
FOSTER CITY CA 94404
415-378-8300

NO DISB ACCT

INACOM\BELLEVUE
626-120TH AVE NE
SUITE B201
BELLEVUE, WA 98005
206-450-0600

NO DISB ACCT

INACOM\HW ELECTRONICS
6480 HAYVENHURST AVE
VAN NUYS CA 91410
818-779-3708

NO DISB ACCT

INACOM\COMPUTER BIZ
2060 CORPORATE CT
SAN JOSE, CA 95131
408-456-0100

NO DISB ACCT

WEST REGION CONTINUED:

INACOM\TORRENCE
1999 WEST 190TH STREET
TORRANCE, CA 90504
310-523-2456

EAST REGION:

HEADQUARTERS:
1009 LENOX DRIVE
SUITE 105 BLDG 4
LAWRENCEVILLE, NJ 08648
609-896-2927
FAX 609-896-1525
NORWEST DISB ACCT

HEADQUARTERS:
7 NESHAMINY INTERPLEX
TREVOSE, PA 19053
215-633-0603
FAX 215-633-0729
NORWEST DISB ACCT

****NOTE ALL STORES USE
CORESTATES
LOCKBOX**

CORESTATES
P O BOX 8247
TRENTON NJ 08650
PHONE 609-771-5656
CONTACT: LAUREN FRANZONI
ACCT# 1414984470 LOCKBOX
ABA# 031000011
NBD ACH

LOCKBOX ADDRESS
P O BOX 8500
S-41835
PHILADELPHIA PA 19178

REPORTED BY
CORRESTATES COMPULINK

INACOM\DEWITT (SYRACUSE)
5000 BRITTONFIELD PKWAY
SUITE 100
E. SYRACUSE NY 13057
315-431-1012

NO DISB ACCT
SHERRI

INACOM\BURLINGTON
15 3RD AVE
BURLINGTON MA 01803
617-229-2190

NO DISB ACCT
KATHY

EAST REGION CONTINUED:

INACOM\BRIGHTON (ROCHESTER)
135 CALKINS ROAD
ROCHESTER NY 14623
716-321-6100

NO DISB ACCT
BETTY

INACOM\NEW YORK
2 PENN PLAZA 12TH FLOOR
NEW YORK NY 10121
212-293-7700

NO DISB ACCT
MAUREEN

INACOM\ALBANY
16 CORPORATE CIRCLE
ALBANY NY 12203
518-464-2670

NO DISB ACCT

INACOM\CHEEKTOWAGO (BUFFALO)
301 CAYUGA ROAD #140
CHEEKTOWAGA NY 14225
716-634-9113

NO DISB ACCT
JIM

INACOM\HARRISBURG
353 MARKLE DRIVE
HARRISBURG, PA 17111
717-561-2744

NO DISB ACCT

INACOM\LANCASTER
1850 WILLIAM PENN WAY 205
LANCASTER, PA 17601
717-397-7766

NO DISB ACCT

EAST REGION CONTINUED:

INACOM\MALVERN:
100 LINDENWOOD DRIVE
MALVERN, PA 19355
610-889-3220

NO DISB ACCT

INACOM\PITTSBURGH
1910 COCRAN ROAD
SUITE 100
PITTSBURGH, PA 15200
412-561-9002

NO DISB ACCT

INACOM LEASING (SIMTEC) REGION:

****NOTE ALL STORES USE
FIRST BANK LOCKBOX MILWAUKEE**

FIRST BANK
LOCKBOX ADDRESS
DEPARTMENT 0460
MILWAUKEE WI 53259-0460
CONTACT: LAURA PARSONS
414-227-5723
ACCT# 182380003307

INACOM\TROY
1393 WHEATON AVE
SUITE 500
TROY MI 48083
810-528-5180

NATIONAL BANK OF DETROIT
611 WOODWARD AVE
DETROIT MI 48226
PHONE 313-226-0040
CONTACT: KIM SMITH
ACCT# 1399923
ABA# 072000326
ZBA INTO MAIN ACCOUNT
389213

NBD DISB ACCT
FOR ALL STORES
817-46

INACOM\CALIFORNIA
1340 REYNOLDS AVE SUITE 120
IRVINE CA 92714
714-225-0200

INACOM\FLORIDA
4307 VINELAND ROAD
ORLANDO FL 32811
407-648-5555

INACOM\GEORGIA
8601 DUNWOODY PLACE
SUITE 538
ATLANTA GA 30050
404-998-3540

INACOM\ILLINOIS
5535 MINLTON PKWY
ROSEMONT IL 60018
847-678-0222

INACOM LEASING (SIMTEC) CONTINUED:

INACOM\OMAHA
13406 INDUSTRIAL ROAD
OMAHA NE 68137
402-334-4837

INACOM\WISCONSIN
11330 WEST THEO TRECKER WAY
WEST ALLIS WI 53214
414-258-7761

INACOM\TEXAS
2031 FARRINGTON
DALLAS TX 75207
214-939-5210

INACOM\COLORADO
393 INVERNESS DRIVE SOUTH
ENGLEWOOD CO 80112
303-799-4000

INACOM\PENNSYLVANIA
111 SINCLAIR STREET
BRISTOL PA 19007
215-788-8330

INACOM\TENNESSEE
800 THIRD AVE SOUTH
NASHVILLE, TN 37210
615-248-4300

INACOM PROFESSIONAL SERVICE

IPS\DALLAS
15280 ADDISON ROAD
SUITE 100
DALLAS, TX 75248
972-376-8302
FAX 972-376-8383

FIRST CHICAGO LOCKBOX
P.O. BOX 93863
CHICAGO, IL 60673-3863

CONTROLLED DISBURSEMENT
NBD 606136

IPS\NEW YORK
SEVENTEEN STATE STREET
NEW YORK, NY 10004
212-809-4050

CHASE MANHATTAN BANK
111 WEST 49TH STREET
10TH FLOOR
NEW YORK, NY 10018
NICK CHIOVETTA
212-701-4167
ACCOUNT# 020911599
ABA# 021000021

CONTROLLED DISBURSEMENT
NBD 606216

IPS\STAMFORD (PC TECH)
ONE LANDMARK SQUARE
STAMFORD, CT 06901
203-323-0050

CHASE MANAHATTAN BANK
ACCOUNT# 020911572
ABA# 021000021

CONTROLLED DISBURSEMENT
NBD 606396

IPS\MINNEAPOLIS
10 SECOND STREET N.E.
SUITE 400
MINNEAPOLIS, MN 55413
612-378-4420

FIRST CHICAGO LOCKBOX
P.O. BOX 93855
CHICAGO, IL 60673-3855

CONTROLLED DISBURSEMENT
NBD 606476

IPS\FT LAUDERDALE
3265 MERIDIAN PARKWAY
SUITE 104
FT LAUDERDALE, FL 33331
954-389-3880

REPUBLIC BANK
ACCOUNT 5800030024
ED FOX 954-384-8485

CONTROLLED DISBURSEMENT
NBD 606546

INACOM FEDERAL SYSTEMS GROUP
8605 WESTWOOD CENTER DRIVE
SUITE 409
VIENNA VA 22182
GAYLE TROAN
703-760-0106

LOCKBOX FIRST CHICAGO NBD
P.O. BOX 93859
CHICAGO, IL 60673-3859

INACOM\COMMUNICATIONS
10810 FARNAM DRIVE
OMAHA NE 68154
SHARON APPLEBY

COMERICA BANK
PO BOX 75000
DETROIT MI 48275
ACCT# 1850747567
ABA # 072000096
LOCKBOX

NORWEST BANK
LOCKBOX ADDRESS
MAIL STATION 0835
P.O. BOX 3366
OMAHA, NE 68176
ACCT# 1155075108
LOCKBOX
ACCT# 1155075263
TAX ACCOUNT

ABA # 104000058

CRI GROUP

INACOM\CRI
31700 TELEGRAPH ROAD
SUITE 270
BINGHAM FARMS MI 48025
810-258-6740

NBD ACCOUNT 13955-43
DEPOSIT ACCOUNT AND
DISBURSEMENT ACCOUNT

INACOM\MOTOR CITY
1610 EAST HIGHWOOD DRIVE
PONTIAC, MI 48340
810-253-0111

NBD ACCOUNT 13982-83
DEPOSIT ACCOUNT AND
DISBURSEMENT ACCOUNT

BOTH ACCOUNTS
AUTOMATICALLY DEPOSIT
INTO THE 389213 ACCOUNT

**INACOM ENTERPRISE SERVICES
10810 FARNAM DRIVE
OMAHA, NE 68154**

**FIRST CHICAGO LOCKBOX
P O BOX 93849
CHICAGO IL 60673-3849**