

12-02-1998

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027



U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

100909806

11-30-98

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment
- License
- Security Agreement
- Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

Formerly

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKATA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City State/Country Zip Code

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other
- Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

12/01/1998 INGVEN 00000052 75277191

FOR OFFICE USE ONLY

01 FC:481 40.00 OP
02 FC:482 475.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK

REEL: 1821 FRAME: 0337

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="75/277191"/>	<input type="text" value="75/311067"/>	<input type="text" value="991,889"/>
<input type="text" value="2,040,762"/>	<input type="text" value="75/405527"/>	<input type="text" value="1,918,760"/>
<input type="text" value="1,556,276"/>	<input type="text" value="2,056,306"/>	<input type="text" value="1,932,564"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

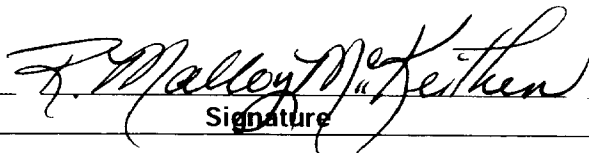
No

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. Charges to deposit account are authorized, as indicated herein.

R. Malloy McKeithen, Esq.

Name of Person Signing



Signature

November 24, 1998

Date Signed

Registration Number(s) - continued

2,180,396

1,148,802

75/304186

75/358534

1,875,563

893,183

1,239,208

987,748

T93000001508

T93000001512

T16088

**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

FORM PTO-1618C
Expires 06/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City State/Country Zip Code

Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

Corporation Association

Other

Citizenship/State of Incorporation/Organization

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

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<input type="text" value="75/277191"/>	<input type="text" value="1,918,760"/>	<input type="text" value="893,183"/>
<input type="text" value="2,040,762"/>	<input type="text" value="1,932,564"/>	<input type="text" value="1,239,208"/>
<input type="text" value="1,556,276"/>	<input type="text" value="2,180,396"/>	<input type="text" value="987,748"/>
<input type="text" value="75/311067"/>	<input type="text" value="1,148,802"/>	<input type="text" value="T93000001508"/>
<input type="text" value="75/405527"/>	<input type="text" value="75/304186"/>	<input type="text" value="T93000001512"/>
<input type="text" value="2,056,306"/>	<input type="text" value="75/358534"/>	<input type="text" value="T16088"/>
<input type="text" value="991,889"/>	<input type="text" value="1,875,563"/>	<input type="text"/>

SECURITY AGREEMENT

THIS SECURITY AGREEMENT (this "Agreement") is made and entered into as of October 20, 1998 by **DANKA HOLDING COMPANY**, a Nevada corporation ("Danka Holding"), and **EACH OF THE UNDERSIGNED** (each a "Guarantor", collectively the "Guarantors" and together with Danka Holding and the Subsidiary Guarantors (as defined below), the "Grantors") in favor of **NATIONSBANK, N. A.**, a national banking association, as Agent (the "Agent") for each of the lenders (the "Lenders" and collectively with the Agent, the "Secured Parties") now or hereafter party to the Credit Agreement (as defined below). All capitalized terms used but not otherwise defined herein shall have the respective meanings assigned thereto in the Credit Agreement (as defined below);

WITNESSETH:

WHEREAS, the Secured Parties have provided to Danka Business Systems PLC, Dankalux Sarl & Co. SCA and Danka Holding (collectively the "Borrowers") certain credit facilities including a revolving credit facility with a letter of credit sublimit, multicurrency swing line facilities, and a term loan and letter of credit facility pursuant to that certain Credit Agreement dated as of December 5, 1996 among the Borrowers, the Agent and the Lenders, as amended on December 5, 1997 and July 28, 1998 (as from time to time amended, revised, modified, supplemented or amended and restated, the "Credit Agreement"); and

WHEREAS, the Borrowers have requested that the Agent on behalf of the Lenders enter into that certain Waiver Letter Agreement (the "Waiver Letter Agreement") dated as of October 20, 1998 pursuant to which the Agent on behalf of the Lenders agrees to temporarily waive compliance by the Borrowers with certain provisions of the Credit Agreement; and

WHEREAS, as collateral security for payment and performance of that certain portion of the Borrowers' Obligations consisting of (A) the last \$150,000,000 of the aggregate of (i) the Revolving Loan Outstandings plus (ii) the Term Loan Outstandings, in each case existing as of the date hereof, plus (B) \$75,000,000 of net Advances made after the date hereof (the "Secured Obligations"), Danka Holding is willing to grant to the Agent for the benefit of the Secured Parties a security interest in all of its personal property and assets pursuant to the terms of this Agreement, but only to the extent of the Secured Obligations; and

WHEREAS, each Guarantor is (i) a wholly owned direct or indirect subsidiary of the Danka Holding, (ii) will materially benefit from the execution of the Waiver Letter Agreement and the Advances to be made under the Credit Agreement after the date hereof and (iii) is a party to either (a) that certain Guaranty Agreement (the "1996 Guaranty") dated as of December 5, 1996 or (b) that certain Guaranty Agreement (the "1998 Guaranty") dated as of the date hereof, pursuant to which each Guarantor guaranteed all Borrowers' Liabilities as therein defined, including, without limitation, the prompt payment in full of all Obligations of the Borrowers; and

WHEREAS, as collateral security for payment and performance of its obligations under the Guaranty of the Secured Obligations, each Guarantor is willing to grant to the Agent for the benefit of the Secured Parties a security interest in all of its personal property and assets whether now in existence or hereafter acquired (the "Guarantors' Assets"), including without limitation the

Guarantors' Assets of such Guarantors more particularly described on Schedule I hereto (such Guarantors, together with all other Guarantors whose personal property and assets may be required to be subject to a Security Agreement from time to time, are hereinafter referred to as the "Subsidiary Guarantors"), but only to the extent of the Secured Obligations, without duplication; and

WHEREAS, the Secured Parties are unwilling to enter into the Waiver Letter Agreement or to make further Advances under the Credit Agreement unless the Grantors enter into this Agreement;

NOW, THEREFORE, in order to induce the Secured Parties to enter into the Waiver Letter Agreement and to make further Advances under the Credit Agreement and in consideration of the premises and the mutual covenants contained herein, the parties hereto agree as follows:

1. **Grant of Security Interest.** As collateral security for the payment, performance, and satisfaction of all of the Secured Obligations (but only to the extent thereof), each Grantor hereby affirms, grants, pledges and assigns to the Agent for the benefit of the Lenders and grants to the Agent for the benefit of the Lenders a continuing first priority security interest in and to all of the property of such Grantor, whether now owned or existing or hereafter acquired or arising and wheresoever located, including without limitation the following:

(a) All accounts, accounts receivable, contracts, notes, bills, acceptances, choses in action, chattel paper, instruments, documents and other forms of obligations at any time owing to each Grantor arising out of goods sold or leased or for services rendered by such Grantor, the proceeds thereof and all of such Grantor's rights with respect to any goods represented thereby, whether or not delivered, goods returned by customers and all rights as an unpaid vendor or lienor, including rights of stoppage in transit and of recovering possession by proceedings including replevin and reclamation, together with all customer lists, books and records, ledger and account cards, computer tapes, software, disks, printouts and records, whether now in existence or hereafter created, relating thereto (collectively referred to hereinafter as "Accounts");

(b) All inventory of each Grantor wherever located in the United States of America and any state, district, territory or other political subdivision thereof, including without limitation, all goods manufactured or acquired for sale or lease, and any piece goods, raw materials, work in process and finished merchandise, findings or component materials, and all supplies, goods, incidentals, office supplies, packaging materials and any and all items used or consumed in the operation of the business of such Grantor or which may contribute to the finished product or to the sale, promotion and shipment thereof, in which such Grantor now or at any time hereafter may have an interest, whether or not the same is in transit or in the constructive, actual or exclusive occupancy or possession of such Grantor or is held by such Grantor or by others for such Grantor's account (collectively referred to hereinafter as "Inventory");

(c) All goods of each Grantor, including without limitation, all machinery, equipment, parts, supplies, apparatus, appliances, tools, patterns, molds, dies, blueprints, fittings, furniture, furnishings, fixtures and articles of tangible personal property of every description now or hereafter owned by such Grantor or in which such Grantor may have or

may hereafter acquire any interest, at any location (collectively referred to hereinafter as "Equipment");

(d) All general intangibles of each Grantor in which a Grantor now has or hereafter acquires any rights, including but not limited to, causes of action, corporate or business records, inventions, designs, goodwill, patents, patent applications, trademarks, servicemarks, trademark and servicemark applications, copyrights, copyright applications, trade names, trade secrets, trade processes, licenses, permits, franchises, customer lists, computer programs, all claims under guaranties, tax refund claims, rights and claims against carriers and shippers, leases, claims under insurance policies, all rights to indemnification and all other intangible personal property and intellectual property of every kind and nature (collectively referred to hereinafter as "General Intangibles");

(e) All rights now or hereafter accruing to each Grantor under contracts, leases, agreements or other instruments to perform services, to hold and use land and facilities, and to enforce all rights thereunder (collectively referred to hereinafter as "Contract Rights");

(f) All monies, certificates of deposit, commercial paper, cash equivalents, account balances, notes, options, interests and securities (certificated or uncertificated), wheresoever located;

(g) All motor vehicles, trailers, rolling stock of any kind and all rights under leases of vehicles and equipment;

(h) All books and records relating to any of the Collateral (as hereinafter defined) (including without limitation, customer data, credit files, computer programs, printouts, and other computer materials and records of each Grantor pertaining to any of the foregoing); and

(i) All accessions to, substitutions for and all replacements, products and proceeds of the foregoing, including without limitation proceeds of insurance policies insuring the Collateral (as hereinafter defined);

but only to the extent of the Secured Obligations.

The foregoing notwithstanding, the Collateral (as defined below) shall not include any assets securing that certain Tax Retention Operating Lease Financing dated as of November 15, 1995 provided in favor of Danka Holding by NationsBank, N.A. (f/k/a NationsBank of Florida, N.A.), certain lenders party to the Credit Agreement dated as of November 15, 1995, First Security Bank of Utah, N.A. as Owner Trustee and NationsBank N.A. (f/k/a NationsBank of Florida, N.A.) as Administrative Agent.

All of the property and interests in property described in subsections (a) through (i) and all other property and interests in personal property which shall, from time to time, secure the Secured Obligations are herein collectively referred to as the "Collateral."

2. **Financing Statements.** At the time of execution of this Agreement, each Grantor shall have furnished the Agent with properly executed financing statements, registrar's certificates,

amendments and assignments as prescribed by the Uniform Commercial Code as presently in effect in the states where the Collateral is located, prepared and approved by the Agent in form and number sufficient for filing wherever required with respect to the Collateral, in order that the Agent, for the benefit of the Lenders, shall have a duly perfected security interest of record in the Collateral, to the extent a security interest in such Collateral can be perfected by filing a financing statement, following the filing of such financing statements with the appropriate local and state governmental authorities, subject only to Liens permitted under the Credit Agreement. Each Grantor shall execute as reasonably required by the Agent any additional financing statements or other documents to effect the same, together with any necessary continuation statements so long as this Agreement remains in effect.

3. Maintenance of Security Interest. Each Grantor will, from time to time, upon the request of the Agent, deliver specific assignments of Collateral, together with such other instruments and documents, financing statements, amendments thereto, assignments or other writings as the Agent may request to carry out the terms of this Agreement or to protect or enforce the Agent's security interest in the Collateral.

With respect to any and all Collateral to be secured and conveyed under this Agreement, each Grantor agrees to do and cause to be done all things necessary to perfect and keep in full force the security interest granted in favor of the Agent for the benefit of the Lenders, including, but not limited to, the prompt payment of all fees and expenses incurred in connection with any filings made to perfect or continue a security interest in the Collateral in favor of the Agent for the benefit of the Lenders.

Each Grantor agrees to make appropriate entries upon its financial statements and books and records disclosing the security interest granted hereunder to the Agent for the benefit of the Secured Parties.

4. Receipt of Payment. In the event an Event of Default shall occur and be continuing and a Grantor (or any of its affiliates, subsidiaries, stockholders, directors, officers, employees or agents) shall receive any proceeds of Collateral, including without limitation monies, checks, notes, drafts or any other items of payment, each Grantor shall hold all such items of payment in trust for the Agent, for the benefit of the Secured Parties, and as the property of the Agent, for the benefit of the Secured Parties, separate from the funds of such Grantor, and no later than the first Business Day following the receipt thereof, at the election of the Agent, such Grantor shall cause the same to be forwarded to the Agent for its custody and possession on behalf of the Lenders as additional Collateral.

5. Covenants. Each Grantor covenants with the Agent that from and after the date of this Agreement until termination hereof in accordance with Section 29 hereof:

(a) **Inspection.** The Agent (by any of its officers, employees and agents), on behalf of the Lenders, shall have the right upon prior notice to an executive officer of Danka Holding, and at any reasonable times during such Grantor's usual business hours, to inspect the Collateral, all records related thereto (and to make extracts or copies from such records), and the premises upon which any of the Collateral is located, to discuss such Grantor's affairs and finances with any Person (other than Persons obligated on any Accounts ("Account

Debtors”)), and to verify with any Person other than Account Debtors the amount, quality, quantity, value and condition of, or any other matter relating to, the Collateral and, if an Event of Default has occurred and is continuing, to discuss such Grantor’s affairs and finances with such Grantor’s Account Debtors and to verify the amount, quality, value and condition of, or any other matter relating to, the Collateral and such Account Debtors. Upon or after the occurrence and during the continuation of an Event of Default, the Agent may at any time and from time to time employ and maintain on such Grantor’s premises a custodian selected by the Agent who shall have full authority to do all acts necessary to protect the Agent’s (for the benefit of the Secured Parties) interest. All expenses incurred by the Agent, on behalf of the Secured Parties, by reason of the employment of such custodian shall be paid by such Grantor, added to the Secured Obligations and secured by the Collateral.

(b) **Assignments, Records and Schedules of Accounts.** Each Grantor shall keep accurate and complete records of its Accounts ("Account Records") and from time to time at intervals designated by the Agent such Grantor shall provide the Agent with a schedule of Accounts in form and substance acceptable to the Agent describing all Accounts created or acquired by such Grantor ("Schedule of Accounts"); provided, however, that such Grantor’s failure to execute and deliver any such Schedule of Accounts shall not affect or limit the Agent’s security interest or other rights in and to any Accounts for the benefit of the Secured Parties. If requested by the Agent, each Grantor shall furnish the Agent with copies of proof of delivery and other documents relating to the Accounts so scheduled, including without limitation repayment histories and present status reports (collectively, "Account Documents") and such other matter and information relating to the status of then existing Accounts as the Agent shall reasonably request. No Grantor shall remove any Account Records or Account Documents or change its chief executive offices from the locations set forth in Schedule II hereto without 30 days prior written notice to the Agent as provided in Section 30 hereof and delivery to the Agent by the applicable Grantor prior to such removal of executed financing statements, amendments and other documents necessary in the determination of the Agent to maintain the security interests granted hereunder.

(c) **Notice Regarding Disputed Accounts.** In the event any amounts due and owing in excess of \$50,000 individually, or \$100,000 in the aggregate amount, are in dispute between any Account Debtor and a Grantor (which shall include without limitation any dispute in which an offset claim or counterclaim may result), such Grantor shall provide the Agent with written notice thereof as soon as practicable, explaining in detail the reason for the dispute, all claims related thereto and the amount in controversy.

(d) **Verification of Accounts.** If an Event of Default has occurred and is continuing, any of the Agent’s officers, employees or agents shall have the right, at any reasonable time or times hereafter, to verify with Account Debtors the validity, amount or any other matter relating to any Accounts and, whether or not a Default or Event of Default has occurred, any of the Agent’s officers, employees or agents shall have the right to verify the same with any Grantor.

(e) **Change of Trade Styles.** No Grantor shall change, amend, alter, terminate, or cease using its material trade names or styles under which it sells Inventory as of the date of this Agreement ("Trade Styles"), or use additional Trade Styles, without giving the Agent

at least 30 days' prior written notice and delivery to the Agent by the applicable Grantor prior to such removal, change, amendment, alteration, or use, of executed financing statements, amendments and other documents necessary in the determination of the Agent to maintain the security interests granted hereunder.

(f) **Safekeeping of Inventory.** Each Grantor shall be responsible for the safekeeping of its Inventory, and, subject to Section 15 hereof, in no event shall the Agent have any responsibility for:

(i) Any loss or damage to Inventory or destruction thereof occurring or arising in any manner or fashion from any cause;

(ii) Any diminution in the value of Inventory; or

(iii) Any act or default of any carrier, warehouseman, bailee or forwarding agency thereof or other Person in any way dealing with or handling Inventory.

(g) **Location, Records and Schedules of Inventory.** Each Grantor shall keep correct and accurate records itemizing and describing the kind, type, location and quantity of Inventory, its cost therefor and the selling price of Inventory held for sale, and the daily withdrawals therefrom and additions thereto, and shall furnish to the Agent from time to time at reasonable intervals designated by the Agent, a current schedule of Inventory ("Schedule of Inventory") based upon its most recent physical inventory and its daily inventory records. Each Grantor shall conduct a physical inventory, no less than annually, and shall furnish to the Agent such other documents and reports thereof as the Agent shall reasonably request with respect to the Inventory. Subject to compliance at all times with Sections 5(c), (d) and (e), no Grantor shall, other than in the ordinary course of business in connection with its sale, remove any material amount of Inventory from the locations set forth on Schedule III hereto to a location not also set forth on Schedule III hereto, each of such locations being owned by a Grantor unless otherwise indicated, without 30 days prior written notice to the Agent as provided in Section 30 hereof and delivery to the Agent by the applicable Grantor prior to such removal of executed financing statements, amendments and other documents necessary in the determination of the Agent to maintain the security interests granted hereunder.

(h) **Returns of Inventory.** If any Account Debtor returns any Inventory to a Grantor after shipment thereof, and such return generates a credit in excess of \$50,000 on any individual Account or \$100,000 in the aggregate on any Accounts of such Account Debtor, such Grantor shall notify the Agent in writing of the same as soon as practicable.

(i) **Evidence of Ownership of Equipment.** The Grantors, as soon as practicable following a request therefor by the Agent, shall deliver to the Agent any and all evidence of ownership of any of the Equipment (including without limitation certificates of title and applications for title).

(j) **Location, Records and Schedules of Equipment.** The Grantors shall maintain accurate, itemized records itemizing and describing the kind, type, quality, quantity and value of its Equipment and shall furnish the Agent upon request, within a reasonable time

of such request, with a current schedule containing the foregoing information, but, other than during the continuance of an Event of Default, not more often than once per fiscal quarter. No Grantor shall remove any material portion of the Equipment from the locations set forth in Schedule IV hereto to a location not also set forth on Schedule IV hereto without at least 30 days' prior written notice to the Agent as provided in Section 30 hereof and delivery to the Agent by the applicable Grantor prior to such removal of executed financing statements, amendments and other documents necessary to maintain the security interests granted hereunder.

(k) **Sale or Mortgage of Equipment.** Other than in the ordinary course of business with respect to disposition of obsolete Equipment or replacement of Equipment with other Equipment performing similar functions and having similar or better utility and value, and except as permitted by the Credit Agreement prior to the occurrence and continuance of an Event of Default, no Grantor shall sell, exchange, lease, mortgage, encumber, pledge or otherwise dispose of or transfer any of the Equipment or any part thereof without the prior written consent of the Agent.

(l) **Maintenance of Equipment.** Each Grantor shall keep and maintain its Equipment in good operating condition and repair, ordinary wear and tear excepted. No Grantor shall permit any such items to become a fixture to real property (unless such Grantor has granted the Agent for the benefit of the Lenders a lien on such real property) or accessions to other personal property.

(m) **Transfers and Other Liens.** Each Grantor shall not (i) sell, assign (by operation of law or otherwise) or otherwise dispose of any of, or grant any option with respect to, the Collateral, except for dispositions permitted under the Credit Agreement and Section 5(k) hereof, (ii) create or suffer to exist any Lien, security interest or other charge or encumbrance upon or with respect to any of the Collateral except for the security interests created by this Agreement or other Liens permitted under the Credit Agreement; or (iii) take any other action in connection with any of the Collateral that would materially impair the value of the interest or rights of such Grantor in the Collateral taken as a whole or that would materially impair the interest or rights of the Agent for the benefit of the Lenders.

6. Warranties and Representations Regarding Collateral Generally. Each Grantor warrants and represents that:

(a) It is and, except as permitted by the Credit Agreement and Section 5(m) hereof, will continue to be the owner of the Collateral hereunder, now owned and upon the acquisition of the same, free and clear of all Liens, claims, encumbrances and security interests other than the security interest in favor of the Agent for the benefit of the Lenders hereunder and Liens permitted under the Credit Agreement, and that it will defend such Collateral and any products and proceeds thereof against all material claims and demands of all Persons (other than holders of Liens permitted under the Credit Agreement) at any time claiming the same or any interest therein adverse to the Secured Parties.

(b) It has the unqualified right to enter into this Agreement and to perform its terms.

(c) No authorization, consent, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body or any other Person is required either (i) for the grant by such Grantor of the security interests granted hereby or for the execution, delivery or performance of this Agreement by such Grantor, or (ii) for the perfection of or the exercise by the Agent, on behalf of the Secured Parties, of its rights and remedies hereunder, except for the filing of this Agreement with the Patent and Trademark Office and the equivalent offices in any foreign jurisdiction for all patents and trademarks listed on Schedule VI and the Copyright Office and the equivalent offices in any foreign jurisdiction for all copyrights listed on Schedule VI and the filings required by the Uniform Commercial Code of the State in which such Grantor maintains its chief executive office.

(d) No effective financing statement or other instrument similar in effect covering all or any part of the Collateral purported to be granted by such Grantor hereunder is on file in any recording office, except such as may have been filed in favor of the Agent, for the benefit of the Secured Parties other than Liens permitted under the Credit Agreement.

7. **Account Warranties and Representations.** With respect to its Accounts, each Grantor warrants and represents to the Agent for the benefit of the Secured Parties that the Agent and each Lender may rely on all statements or representations made by such Grantor on or with respect to any Schedule of Accounts prepared and delivered by it and that:

(a) All Account Records and Account Documents are located only at such Grantor's locations as set forth on Schedule II attached hereto and incorporated herein by reference or at such other locations as to which the Grantor has notified the Agent in writing not less than 30 days prior to such relocation;

(b) The Accounts are genuine, are in all material respects what they purport to be, are not evidenced by an instrument or document or, if evidenced by an instrument or document, are only evidenced by one original instrument or document;

(c) The Accounts cover bona fide sales and deliveries of Inventory usually dealt in by such Grantor, or the rendition by such Grantor of services, to an Account Debtor in the ordinary course of business;

(d) The amounts of the face value shown on any Schedule of Accounts or invoice statement delivered to the Agent with respect to any Account, are actually owing to such Grantor and are not contingent for any reason other than being subject to performance standards under the related contracts, if any; and there are no setoffs, discounts, allowances, claims, counterclaims or disputes of any kind or description in an amount greater than \$100,000 in the aggregate, or greater than \$50,000 individually, existing or asserted with respect thereto and such Grantor has not made any agreement with any Account Debtor thereunder for any deduction therefrom, except as may be stated in the Schedule of Accounts and reflected in the calculation of the face value of each respective invoice related thereto;

(e) Except for conditions generally applicable to such Grantor's industry and markets, there are no facts, events, or occurrences known to such Grantor pertaining particularly to any Accounts which are reasonably expected to materially impair in any way

the validity, collectibility or enforcement of Accounts that would reasonably be likely, in the aggregate, to be of material economic value, or in the aggregate materially reduce the amount payable thereunder from the amount of the invoice face value shown on any Schedule of Accounts, and on all contracts, invoices and statements delivered to the Agent, with respect thereto;

(f) The goods or services giving rise thereto are not, and were not at the time of the sale or performance thereof, subject to any Lien, claim, encumbrance or security interest, except those of the Agent for the benefit of Secured Parties and Liens permitted under the Credit Agreement;

(g) The Accounts have not been pledged to any Person other than to the Agent for the benefit of the Secured Parties under this Agreement and will be owned by such Grantor free and clear of any Liens, claims, encumbrances or security interests except Liens permitted under the Credit Agreement;

(h) The Agent's and the Lenders' security interest therein will not be subject to any offset, deduction, counterclaim, Lien or other adverse condition, other than Liens permitted under the Credit Agreement; and

(i) The location of its chief executive office and any state in which it (i) has a place of business in only one county of such state or (ii) resides in such state (within the meaning of the applicable Uniform Commercial Code) but does not have any place of business in such state, is set forth on Schedule II attached hereto and incorporated herein by reference and each Grantor shall deliver to the Agent not less than 30 days written notice prior to any change of such location or status of places of business or residency.

8. Inventory Warranties and Representations. With respect to its Inventory, each Grantor warrants and represents to the Agent for the benefit of the Lenders that the Secured Parties may rely on all statements or representations made by such Grantor on or with respect to any Inventory and that:

(a) All Inventory, other than Inventory having a value of less than \$100,000 in the aggregate for all locations, is located only at such Grantor's locations as set forth on Schedule III attached hereto and incorporated herein by reference;

(b) None of its Inventory is or will be subject to any Lien, claim, encumbrance or security interest whatsoever, except for the security interest of the Agent for the benefit of the Lenders hereunder and Liens permitted under the Credit Agreement;

(c) No Inventory of such Grantor that would reasonably be likely, in the aggregate with the Inventory of all Grantors, to be of value in excess of \$100,000 is, and shall not at any time or times hereafter be, stored with a bailee, warehouseman, or similar party without the Agent's prior written consent which consent shall not be unreasonably withheld and, if the Agent gives such consent, such Grantor will concurrently therewith cause any such bailee, warehouseman, or similar party to issue and deliver to the Agent upon its request therefor, in form and substance reasonably acceptable to the Agent, warehouse receipts therefor in the

Agent's name and take such other action and be party to such document as deemed necessary or prudent by the Agent to maintain the security interest of the Lenders in such Inventory; provided, however, Grantor shall be entitled to store Inventory for periods of less than 30 days with any bailee, warehouseman or similar party who the Grantor can demonstrate it has been directed to utilize by any customer without compliance with this subsection (c) so long as the value of such Inventory does not exceed \$250,000;

(d) No Inventory is, and shall not at any time or times hereafter be, under consignment to any Person, the value of which, when aggregated with all other Inventory under consignment of such Grantor and all other Material Subsidiaries, would exceed \$500,000; and

(e) No Inventory is at or shall be kept at any location that is leased by such Grantor from any other Person, the value of which, when aggregated with all other Inventory kept at any location which is leased by a Grantor, would exceed \$500,000, unless such location and lessee is set forth on Schedule III hereto and the Grantor has used its best efforts to have the lessor waive its rights with respect to such Inventory in form and substance acceptable to the Agent and delivered in writing to the Agent prior to such amount of Inventory being at such one or more locations.

9. **Equipment Representations and Warranties.** With respect to its Equipment, each Grantor warrants and represents to the Agent for the benefit of the Lenders that the Secured Parties may rely on all statements or representations made by such Grantor on or with respect to any Equipment and that:

(a) All Equipment (other than Equipment located at facilities of Grantor's suppliers) is located only at such Grantor's locations set forth in Schedule IV hereto or at such other locations as to which such Grantor has notified the Agent in writing not less than 30 days prior to such relocation and has provided to the Agent executed financing statements for such location satisfying the requirements of Section 2 hereof;

(b) None of its Equipment is or will be subject to any Lien, claim, encumbrance or security interest whatsoever, except for the security interest of the Agent, for the benefit of the Lenders, hereunder and Liens permitted under the Credit Agreement;

(c) No Equipment of such Grantor is at or shall be kept at any location that is leased by such Grantor from any other Person unless such location and lessee is set forth on Schedule IV hereto and the Grantor has used its best efforts to have the lessor waive its rights with respect to such Equipment in form and substance acceptable to the Agent.

10. **General Intangibles Representations and Warranties.** With respect to its General Intangibles, each Grantor warrants and represents to the Agent for the benefit of the Lenders that the Secured Parties may rely on all statements or representations made by such Grantor on or with respect to any General Intangibles and that:

(a) Set forth on Schedule VI is a list, which is complete and accurate in all material respects as of the date hereof, of licenses, patents, patent applications, copyrights,

trademarks, trademark applications, servicemarks or servicemark applications of such Grantor necessary for the conduct of its business as currently conducted or utilized and material in such Grantor's commercial manufacturing operations or materially used in the selling or marketing of such Grantor's products, including the expiration date of such licenses, patents registrations, copyrights or trademark registrations;

(b) It is the sole, legal and beneficial owner of the entire right, title and interest in and to the General Intangibles purported to be granted by it hereunder, free and clear of any Lien, security interest, option, charge, pledge, registered user agreement, assignment (whether conditional or not), or covenant, or any other encumbrance, except for the Security Interests created or permitted by this Agreement or the Credit Agreement and certain licenses and registered user agreements described on Schedule VI. No effective financing statement or other instrument similar in effect covering all or any part of the General Intangibles purported to be granted by such Grantor hereunder is on file in any recording office, including, without limitation, the Patent and Trademark Office or Copyright Office and the equivalent offices in any foreign jurisdiction, except such as may have been filed in favor of the Agent, for the benefit of the Lenders;

(c) Each license is validly subsisting and has not been adjudged invalid or unenforceable, in whole or in part, and is, to such Grantor's knowledge, valid and enforceable. No action or proceeding is pending or to the Grantor's knowledge threatened seeking to limit, cancel or question the validity of the General Intangibles;

(d) Each patent of such Grantor identified on Schedule VI hereto is subsisting and has not been adjudged unpatentable, invalid or unenforceable, in whole or in part, and to the knowledge of such Grantor is patentable, valid and enforceable, and each of such Patent applications has been filed in conformity with applicable rules and procedures of the Patent and Trademark Office and of the equivalent agencies in each applicable foreign jurisdiction and will be diligently prosecuted in conformity therewith so as to not improperly become abandoned;

(e) Each trademark and each copyright of such Grantor identified on Schedule VI is validly subsisting and has not been abandoned or adjudged invalid, unregistrable or unenforceable, in whole or in part, and is, to such Grantor's knowledge, valid, registrable and enforceable;

(f) It has notified the Agent in writing of all uses of any patent, trademark or copyright, prior to such Grantor's use, of which such Grantor is aware, which would in the reasonable judgment of such Grantor lead to such item becoming invalid or unenforceable, including prior unauthorized uses by third parties and uses that were not supported by the goodwill of the business connected with such item;

(g) It has not granted any release, covenant not to sue, or non-assertion assurance to any third person, nor allowed any shop right to arise with respect to any third person, with respect to any part of the General Intangibles;

(h) It has protected its General Intangibles with markings or as otherwise required by statute;

(i) The actions contemplated under or in connection with the Loan Documents will not impair the legal right of such Grantor to use any of the General Intangibles;

(j) Except as disclosed to the Lenders in writing prior to the date of this Agreement, such Grantor has no knowledge of the existence of any right under any patent, trademark, license agreement, trade name, trade secret, know-how, confidential research, development and commercial information, or other proprietary information held by any other Person that would preclude such Grantor from publishing, distributing, marketing, selling, or using any product currently made by it, being made for it or sold or used by it, imported by it or exported by it, as the case may be, or to use any processes currently used by it (except, in each case, to the extent that such Grantor has granted an exclusive license to another Person), or materially interfere with the ability of such Grantor to carry on its business as currently carried on, and such Grantor has no knowledge of any claim to the contrary that is likely to be made;

(k) Such Grantor has used consistent standards of quality in manufacturing, distribution and marketing of each product sold and provision of each service provided under any General Intangibles, and has taken all steps necessary to ensure that all licensed users of any General Intangibles use such consistent standards of quality;

(l) No Subsidiaries and none of such Grantor's Subsidiaries (except to the extent that such Subsidiaries are also Grantors hereunder) has an ownership interest in any patents, patent applications, copyrights, copyright applications, trademark, trade name, trade dress, service marks, trademark or service mark registrations or any applications for trademark or service mark registration or any other intellectual property of a nature that would be General Intangibles hereunder if owned by such Grantor; and

(m) No claim has been made (and, as to General Intangibles with respect to which such Grantor is a licensor, to the knowledge of such Grantor, no claim has been made against the third party licensee), and such Grantor has no knowledge of any claim that is likely to be made, that the use by such Grantor of any Collateral does or may violate the rights of any Person.

11. Casualty and Liability Insurance Required.

(a) Each Grantor will keep the Collateral continuously insured against such risks as are customarily insured against by businesses of like size and type engaged in the same or similar operations including, without limiting the generality of any other covenant herein contained:

(i) casualty insurance on the Inventory and the Equipment in an amount not less than the full insurable value thereof, against loss or damage by theft, fire and lightning and other hazards ordinarily included under uniform broad form standard extended coverage policies, limited only as may be provided in the standard broad

form of extended coverage endorsement at the time in use in the states in which the Collateral is located;

(ii) comprehensive general liability insurance against claims for bodily injury, death or property damage occurring with or about such Collateral (such coverage to include provisions waiving subrogation against the Secured Parties), with Agent and Lenders as additional insured parties, in amounts as shall be reasonably satisfactory to Agent;

(iii) liability insurance with respect to the operation of its facilities under the workers' compensation laws of the states in which such Collateral is located; and

(iv) business interruption insurance.

(b) Each insurance policy obtained in satisfaction of the requirements of Section 11(a) hereof:

(i) may be provided by blanket policies now or hereafter maintained by each Grantor or any Borrower;

(ii) shall be issued by such insurer (or insurers) as shall be financially responsible, of recognized standing and reasonably acceptable to the Agent;

(iii) shall be in such form and have such provisions (including without limitation the loss payable clause, the waiver of subrogation clause, the deductible amount, if any, and the standard mortgagee endorsement clause), as are generally considered standard provisions for the type of insurance involved and are reasonably acceptable in all respects to the Agent;

(iv) shall prohibit cancellation or substantial modification, termination or lapse in coverage by the insurer without at least 30 days' prior written notice to the Agent, except for non-payment of premium, in which case such policies shall provide ten (10) days' prior written notice;

(v) without limiting the generality of the foregoing, all insurance policies where applicable under Section 11(a)(i) carried on the Collateral shall name the Agent, for the benefit of the Lenders, as loss payee and the Agent and Lenders as parties insured thereunder in respect of any claim for payment.

(c) Prior to expiration of any such policy, such Grantor shall furnish the Agent with evidence satisfactory to the Agent that the policy or certificate has been renewed or replaced or is no longer required by this Agreement.

(d) Each Grantor hereby irrevocably makes, constitutes and appoints the Agent (and all officers, employees or agents designated by the Agent), for the benefit of the Lenders, effective upon the occurrence and during the continuance of an Event of Default, as such Grantor's true and lawful attorney (and agent-in-fact) for the purpose of making, settling and

adjusting claims under such policies of insurance, endorsing the name of such Grantor on any check, draft, instrument or other item or payment for the proceeds of such policies of insurance and for making all determinations and decisions with respect to such policies of insurance.

(e) In the event such Grantor shall fail to maintain, or fail to cause to be maintained, the full insurance coverage required hereunder or shall fail to keep any of its Collateral in good repair and good operating condition subject to ordinary wear and tear, the Agent may (but shall be under no obligation to), without waiving or releasing any Secured Obligation or Event of Default by such Grantor hereunder, contract for the required policies of insurance and pay the premiums on the same or make any required repairs, renewals and replacements; and all sums so disbursed by Agent, including reasonable attorneys' fees, court costs, expenses and other charges related thereto, shall be payable on demand by such Grantor to the Agent and shall be additional Secured Obligations secured by the Collateral.

(f) Each Grantor agrees that to the extent that it shall not carry insurance required by Section 11(a) hereof, it shall in the event of any loss or casualty pay promptly to the Agent, for the benefit of the Secured Parties, for application in accordance with the provisions of Section 11(h) hereof, such amount as would have been received as Net Proceeds (as hereinafter defined) by the Agent, for the benefit of the Secured Parties, under the provisions of Section 11(h) hereof had such insurance been carried to the extent required.

(g) The Net Proceeds of the insurance carried pursuant to the provisions of Sections 11(a)(ii) and 11(a)(iii) hereof shall be applied by such Grantor toward extinguishment of the defect or claim or satisfaction of the liability with respect to which such insurance proceeds may be paid.

(h) The Net Proceeds of the insurance carried with respect to the Collateral pursuant to the provisions of Section 11(a)(i) hereof shall be paid to such Grantor and held by such Grantor in a separate account and applied as follows: (i) as long as no Event of Default shall have occurred and be continuing, after any loss under any such insurance and payment of the proceeds of such insurance, each Grantor shall have a period of 30 days after payment of the insurance proceeds with respect to such loss to elect to either (x) repair or replace the Collateral so damaged, (y) deliver such Net Proceeds to the Agent, for the benefit of the Lenders, as additional Collateral or (z) apply such Net Proceeds to the acquisition of tangible assets used or useful in the conduct of the business of such Grantor, subject to the provisions of this Agreement. If such Grantor elects to repair or replace the Collateral so damaged, such Grantor agrees the Collateral shall be repaired to a condition substantially similar to its condition prior to damage or replaced with Collateral in a condition substantially similar to the condition of the Collateral so replaced prior to damage; and (ii) at all times during which an Event of Default shall have occurred and be continuing, after any loss under such insurance and payment of the proceeds of such insurance, such Grantor shall immediately deliver such Net Proceeds to such Agent, for the benefit of the Secured Parties, as additional Collateral.

(i) "Net Proceeds" when used with respect to any insurance proceeds shall mean the gross proceeds from such proceeds, award or other amount, less all taxes, fees and expenses (including attorneys' fees) incurred in the realization thereof.

(j) In case of any material damage to or destruction of all or any part of the Collateral pledged hereunder by a Grantor, such Grantor shall give prompt notice thereof to the Agent. Each such notice shall describe generally the nature and extent of such damage, destruction, taking, loss, proceeding or negotiations. Each Grantor is hereby authorized and empowered to adjust or compromise any loss under any such insurance.

12. Rights and Remedies Upon Event of Default. Upon and after an Event of Default, the Agent shall have the following rights and remedies on behalf of the Lenders in addition to any rights and remedies set forth elsewhere in this Agreement, all of which may be exercised with or, if allowed by law, without notice to a Grantor:

(a) All of the rights and remedies of a secured party under the Uniform Commercial Code of the state where such rights and remedies are asserted, or under other applicable law, all of which rights and remedies shall be cumulative, and none of which shall be exclusive, to the extent permitted by law, in addition to any other rights and remedies contained in this Agreement, the Guaranty Agreement or any other Loan Document;

(b) The right to foreclose the Liens and security interests created under this Agreement by any available judicial procedure or without judicial process;

(c) The right to (i) enter upon the premises of a Grantor through self-help and without judicial process, without first obtaining a final judgment or giving such Grantor notice and opportunity for a hearing on the validity of the Agent's claim and without any obligation to pay rent to such Grantor, or any other place or places where any Collateral is located and kept, and remove the Collateral therefrom to the premises of the Agent or any agent of the Agent, for such time as the Agent may desire, in order effectively to collect or liquidate the Collateral, and (ii) require such Grantor to assemble the Collateral and make it available to the Agent at a place to be designated by the Agent that is reasonably convenient to both parties;

(d) The right to (i) demand payment of the Accounts; (ii) enforce payment of the Accounts, by legal proceedings or otherwise; (iii) exercise all of a Grantor's rights and remedies with respect to the collection of the Accounts and General Intangibles; (iv) settle, adjust, compromise, extend or renew the Accounts, General Intangibles and Contract Rights; (v) settle, adjust or compromise any legal proceedings brought to collect the Accounts; (vi) if permitted by applicable law, sell or assign the Accounts, General Intangibles and Contract Rights upon such terms, for such amounts and at such time or times as the Agent deems advisable; (vii) discharge and release the Accounts; (viii) take control, in any manner, of any item of payment or proceeds referred to in Section 4 above; (ix) prepare, file and sign a Grantor's name on a Proof of Claim in bankruptcy or similar document against any Account Debtor; (x) prepare, file and sign a Grantor's name on any notice of Lien, assignment or satisfaction of Lien or similar document in connection with the Accounts; (xi) endorse the name of a Grantor upon any chattel paper, document, instrument, invoice, freight bill, bill of

lading or similar document or agreement relating to the Accounts, Inventory or Equipment; (xii) use the information recorded on or contained in any data processing equipment and computer hardware and software relating to any Collateral to which a Grantor has access; (xiii) to open such Grantor's mail and collect any and all amounts due to such Grantor from Account Debtors; (xiv) to take over such Grantor's post office boxes or make other arrangements as the Agent, on behalf of the Lenders, deems necessary to receive such Grantor's mail, including notifying the post office authorities to change the address for delivery of such Grantor's mail to such address as the Agent, on behalf of the Lenders, may designate; and (xv) to notify any or all Account Debtors that the Accounts have been assigned to the Agent for the benefit of the Lenders and that Agent has a security interest therein for the benefit of the Lenders (provided that the Agent may at any time give such notice to an Account Debtor that is a department, agency or authority of the United States government); each Grantor hereby agrees that any such notice, in the Agent's sole discretion, may be sent on such Grantor's stationery, in which event such Grantor shall co-sign such notice with the Agent; and (xvi) do all acts and things and execute all documents necessary, in Agent's sole discretion, to collect the Accounts and General Intangibles; and

(e) The right to sell, assign, lease or to otherwise dispose of all or any Collateral in its then existing condition, or after any further manufacturing or processing thereof, at public or private sale or sales, with such notice as may be required by law, in lots or in bulk, for cash or on credit, with or without representations and warranties, all as the Agent, in its sole discretion, may deem advisable. The Agent shall have the right to conduct such sales on a Grantor's premises or elsewhere and shall have the right to use a Grantor's premises without charge for such sales for such time or times as the Agent may see fit. The Agent may, if it deems it reasonable, postpone or adjourn any sale of the Collateral from time to time by an announcement at the time and place of such postponed or adjourned sale, and such sale may, without further notice, be made at the time and place to which it was so adjourned. Each Grantor agrees that the Agent has no obligation to preserve rights to the Collateral against prior parties or to marshall any Collateral for the benefit of any Person. The Agent is hereby granted a license or other right to use, without charge, each Grantor's labels, patents, copyrights, rights of use of any name, trade secrets, trade names, trademarks and advertising matter, or any property of a similar nature, as it pertains to the Collateral, in completing production of, advertising for sale and selling any Collateral and a Grantor's rights under any license and any franchise agreement shall inure to the Agent's benefit. If any of the Collateral shall require repairs, maintenance, preparation or the like, or is in process or other unfinished state, the Agent shall have the right, but shall not be obligated, to perform such repairs, maintenance, preparation, processing or completion of manufacturing for the purpose of putting the same in such saleable form as the Agent shall deem appropriate, but the Agent shall have the right to sell or dispose of the Collateral without such processing and no Grantor shall have any claim against the Agent for the value that may have been added to such Collateral with such processing. In addition, each Grantor agrees that in the event notice is necessary under applicable law, written notice mailed or delivered next day to such Grantor in the manner specified herein ten (10) days prior to the date of public sale of any of the Collateral or prior to the date after which any private sale or other disposition of the Collateral will be made shall constitute commercially reasonable notice to such Grantor; provided however, in the case of perishables, receipt of notice one business day preceding such sale is agreed to be commercially reasonable notice to such Grantor. All notice is hereby

waived with respect to any of the Collateral which threatens to decline speedily in value or is of a type customarily sold on a recognized market. The Agent may purchase all or any part of the Collateral at public or, if permitted by law, private sale, free from any right of redemption which is hereby expressly waived by such Grantor and, in lieu of actual payment of such purchase price, may set off the amount of such price against the Secured Obligations. The net cash proceeds resulting from the collection, liquidation, sale, lease or other disposition of the Collateral shall be applied first to the expenses (including all reasonable attorneys' fees) of retaking, holding, storing, processing and preparing for sale, selling, collecting, liquidating and the like, and then to the satisfaction of all Secured Obligations in accordance with the terms of Section 13 hereof. Any sale or other disposition of the Collateral and the possession thereof by the Agent shall be in compliance with all provisions of applicable law (including applicable provisions of the Uniform Commercial Code). Each Grantor shall be liable to the Agent, for the benefit of the Lenders, and shall pay to the Agent, for the benefit of the Lenders, on demand any deficiency which may remain after such sale, disposition, collection or liquidation of the Collateral.

13. Allocation of Proceeds. If an Event of Default has occurred and not been waived, and the maturity of the Notes has been accelerated pursuant to Article IX of the Credit Agreement, all payments or proceeds received by the Agent hereunder, in respect of any principal of or interest on the Secured Obligations or any other amount payable by the Borrowers under the Credit Agreement, shall be applied by the Agent in the following order:

- (a) amounts due to the Lenders pursuant to Section 2.14, 3.8 and 11.4 of the Credit Agreement;
- (b) payments of interest on Loans, to be applied for the ratable benefit of the Lenders;
- (c) payments of principal on Loans, to be applied for the ratable benefit of the Lenders;
- (d) payments of cash amounts to the Agent in respect of outstanding Letters of Credit pursuant to Section 9.1(b) of the Credit Agreement;
- (e) amounts due to the Agent pursuant to Section 10.7 of the Credit Agreement;
- (f) amounts due to the Lenders pursuant to Section 11.5 of the Credit Agreement, to be applied for the ratable benefit of the Lenders;
- (g) payments of all other amounts due under any of the Loan Documents, if any, to be applied for the ratable benefit of the Lenders;
- (h) payments of amounts due to any of the Lenders in respect of Obligations consisting of liabilities under any Swap Contracts with any of the Lenders, to be applied on a pro rata basis according to the amounts owed; and

(i) any surplus remaining after application as provided for herein, to the Borrowers or otherwise as may be required by applicable law.

Nothing contained in this Section 13 shall increase the amount of the Secured Obligations hereunder.

14. Anti-Marshalling Provisions. The right is hereby given by each Grantor to the Agent, for the benefit of the Secured Parties, to make releases (whether in whole or in part) of all or any part of the Collateral agreeable to the Agent without notice to, or the consent, approval or agreement of other parties and interests, including junior lienors, which releases shall not impair in any manner the validity of or priority of the Liens and security interests in the remaining Collateral conferred under such documents, nor release such Grantor from personal liability for the Secured Obligations hereby secured. Notwithstanding the existence of any other security interest in the Collateral held by the Agent, for the benefit of the Secured Parties, the Agent shall have the right to determine the order in which any or all of the Collateral shall be subjected to the remedies provided in this Agreement. The proceeds realized upon the exercise of the remedies provided herein shall be applied by the Agent, for the benefit of the Secured Parties, in the manner provided in Section 13 hereof. Each Grantor hereby waives any and all right to require the marshalling of assets in connection with the exercise of any of the remedies permitted by applicable law or provided herein.

15. Indemnity and Expenses.

(a) Each Grantor agrees to indemnify the Agent, for the benefit of the Secured Parties, from and against any and all claims, losses and liabilities growing out of or resulting from this Agreement that are incurred by the Agent (including without limitation enforcement of this Agreement), except claims, losses or liabilities directly resulting from the Agent's gross negligence or willful misconduct.

(b) Each Grantor will upon demand pay to the Agent, for the benefit of the Secured Parties, the amount of any and all reasonable expenses, including the reasonable fees and disbursements of its counsel and of any experts and agents, that the Agent, for the benefit of the Lenders, may incur in connection with (i) the administration of this Agreement, (ii) the custody, preservation, use or operation of, or the sale of, collection from or other realization upon, any of the Collateral, (iii) the exercise or enforcement of any of the rights of the Secured Parties, or (iv) the failure by such Grantor to perform or observe any of the provisions hereof.

16. Appointment of Agent as Grantor's Lawful Attorney. Without limitation of any other provision of this Agreement, each Grantor irrevocably designates, makes, constitutes and appoints the Agent (and all Persons designated by the Agent), for the benefit of the Secured Parties, as the Grantor's true and lawful attorney (and agent-in-fact) at all times on and after the occurrence and during the continuation of an Event of Default, to take all actions and to do all things required to be taken or done by the Grantor under this Agreement, including without limitation:

(a) to ask, demand, collect, sue for, recover, compromise, receive and give acquittance and receipts for moneys due and to become due under or in respect of any of the Collateral;

(b) to receive, endorse and collect any drafts or other instruments, documents and chattel paper in connection with clause (a) above;

(c) to endorse such Grantor's name on any checks, notes, drafts or any other payment relating to or constituting proceeds of the Collateral which comes into the Agent's possession or Agent's control, and deposit the same to the account of the Agent, for the benefit of the Lenders, on account and for payment of the Secured Obligations.

(d) to file any claims or take any action or institute any proceedings that the Agent may deem necessary or desirable for the collection of any of the Collateral or otherwise to enforce the rights of the Agent, for the benefit of the Lenders, with respect to any of the Collateral; and

(e) to execute, in connection with the sale provided for in Section 12, any endorsement, assignments, or other instruments of conveyance or transfer with respect to the Collateral.

All acts of the Agent or its designee taken pursuant to this Section 16 are hereby ratified and confirmed by each Grantor and the Agent or its designee shall not be liable for any acts of omission or commission nor for any error of judgment or mistake of fact or law, other than as a result of its gross negligence or willful misconduct. This power, being coupled with an interest, is irrevocable by such Grantor until this Agreement has been terminated in accordance with Section 29 hereof.

17. New Subsidiaries. In addition to the requirement of Section 7.8 of the Credit Agreement, each Grantor will cause (i) every Included Country Operating Company and every Included Country Holding Company (excluding Restricted Subsidiaries) whether on the Effective Date or thereafter, to execute and deliver, (x) as promptly as practicable but in any event within 90 days after (A) the creation or Acquisition of any such Subsidiary operating in a country that is an Included Country at the time of its creation or Acquisition, or (B) such Subsidiary ceasing to be an Inactive Subsidiary, or (y) within 90 days after any country becomes an Included Country, a Guaranty, and (ii) each Person owning any equity interest (other than directors' qualifying shares) in each such Included Country Operating Company and each such Included Country Holding Company not owned by Restricted Subsidiaries to execute and deliver within the time period specified in clause (i) above a security agreement substantially in the form of this Agreement ("Security Agreement") (or supplement to an existing Security Agreement of such Person) reflecting the affirmation, grant, pledge and assignment to the Agent for the benefit of the Lenders and the grant to the Agent for the benefit of the Lenders of a continuing first priority security interest in and to all of its personal property and assets, together with such resolutions, stock certificates, opinions of counsel, incumbency certificates, Uniform Commercial Code financing statements on Form UCC-1 in favor of the Agent for the benefit of the Lenders and other documentation as the Agent may reasonably require, all in form, substance and number satisfactory to the Agent.

18. Additional Collateral. If any Grantor shall acquire or hold (a) any additional personal property or assets of any Guarantor or (b) any personal property or assets of any Subsidiary not listed on Schedule I hereto which are required to be subject to this Agreement pursuant to Section 17 hereof (any such personal property or assets described in clauses (a) or (b) above being referred

to herein as "Additional Collateral"), such Grantor shall deliver to the Agent for the benefit of the Lenders (i) revised Schedules I, II, III, IV, V and VI hereto reflecting (A) the ownership of such Additional Collateral and (B) the affirmation, grant, pledge and assignment to the Agent for the benefit of the Lenders and the grant to the Agent for the benefit of the Lenders of a continuing first priority security interest in and to such Additional Collateral and (ii) a Security Agreement Supplement in the form of Exhibit A hereto with respect to such Additional Collateral duly completed and signed by such Grantor. Each Grantor shall comply with the requirements of this Section 18 concurrently with the acquisition of any such Additional Collateral in the case of personal property or assets described in clause (a) above, and within the time period specified in Section 17 hereof with respect to Additional Collateral described in clause (b) above.

19. Waivers. In addition to the other waivers contained herein, each Grantor hereby expressly waives, to the extent permitted by law: presentment for payment, demand, protest, notice of demand, notice of protest, notice of default or dishonor, notice of payments and nonpayments and all other notices and consents to any action taken by the Agent unless expressly required by this Agreement.

20. Trade Names. Each Grantor represents that the only trade name(s) or style(s) used by such Grantor are as set forth on Schedule V.

21. Absolute Rights and Obligations. All rights of the Secured Parties in the Security Interests granted hereunder, and each of the Secured Obligations, shall be absolute and unconditional irrespective of:

(a) any change in the time, manner or place of payment of, or in any other term of, all or any of the Secured Obligations, or any other amendment or waiver of or any consent to departure from, the Credit Agreement or any other Loan Document, including, but not limited to, (i) an increase or decrease in the Secured Obligations and (ii) an amendment of any Loan Document to permit the Agent or the Lenders or any one or more of them to extend further or additional credit to the Borrowers in any form including credit by way of loan, purchase of assets, guarantee or otherwise, which credit shall thereupon be and become subject to the Credit Agreement and the other Loan Documents as a Secured Obligation;

(b) any taking and holding of collateral or guarantees (including without limitation any collateral pledged as security for the Secured Obligations under the other Security Instruments) for all or any of the Secured Obligations; or any amendment, alteration, exchange, substitution, transfer, enforcement, waiver, subordination, termination or release of any such collateral or guarantees, or any non-perfection of any such collateral, or any consent to departure from any such guaranty;

(c) any manner of application of collateral, or proceeds thereof, securing payment or enforcement of all or any of the Secured Obligations, or the manner of sale of any such collateral;

(d) any consent by the Secured Parties to the change, restructure or termination of the corporate structure or existence of the Borrowers or any Grantor and any

corresponding restructure of the Secured Obligations, or any other restructure or refinancing of the Secured Obligations or any portion thereof;

(e) any modification, compromise, settlement or release by the Secured Parties, by operation of law or otherwise, collection or other liquidation of the Secured Obligations or the liability of the Borrowers, any Grantor or any Guarantor (other than the Grantor against which this Agreement is to be enforced), or of any collateral for the Secured Obligation (including without limitation any collateral pledged as security for the Secured Obligations under the other Security Instruments), in whole or in part, and any refusal of payment by the Agent or any Lender in whole or in part, from any obligor or Guarantor (other than the Grantor against which this Agreement is sought to be enforced) in connection with any of the Secured Obligations, whether or not with notice to, or further assent by, or any reservation of rights against, any Grantor; or

(f) any other circumstance (including without limitation any statute of limitations) that might otherwise constitute a defense available to, or a discharge of, the Borrowers, any Guarantor or a Grantor.

The granting of a Security Interest in the Collateral shall continue to be effective or be reinstated, as the case may be, if at any time any payment of any of the Secured Obligations is rescinded or must otherwise be returned by any Secured Party, upon the insolvency, bankruptcy or reorganization of the Borrowers or any Grantor or otherwise, all as though such payment had not been made.

22. Entire Agreement. This Agreement, together with the Waiver Letter Agreement, the Credit Agreement, the Guaranty Agreement and other Loan Documents, constitutes and expresses the entire understanding between the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements and understandings, inducements, commitments or conditions, express or implied, oral or written, except as herein contained. The express terms hereof control and supersede any course of performance or usage of the trade inconsistent with any of the terms hereof. Neither this Agreement nor any portion or provision hereof may be changed, altered, modified, supplemented, discharged, canceled, terminated, or amended orally or in any manner other than by an agreement, in writing signed by the parties hereto.

23. Further Assurances. Each Grantor agrees at its own expense to do such further acts and things, and to execute and deliver such additional conveyances, assignments, financing statements, agreements and instruments, as the Agent may at any time reasonably request in connection with the administration or enforcement of this Agreement or related to the Collateral or any part thereof or in order better to assure and confirm unto the Agent its rights, powers and remedies for the benefit of the Secured Parties hereunder and pay all charges, expenses and fees the Agent may reasonably incur in filing any of such documents and all taxes relating thereto. Each Grantor hereby consents and agrees that the issuers of or obligors in respect of the Collateral shall be entitled to accept the provisions hereof as conclusive evidence of the right of the Agent, on behalf of the Secured Parties, to exercise its rights hereunder with respect to the Collateral, notwithstanding any other notice or direction to the contrary heretofore or hereafter given by any Grantor or any other Person to any of such issuers or obligors. Each Grantor agrees that a carbon, photographic, photostatic or other reproduction of this Agreement or a financing statement is sufficient as a financing statement and may be filed by the Agent in any filing office.

24. **Binding Agreement; Assignment.** This Agreement, and the terms, covenants and conditions hereof, shall be binding upon and inure to the benefit of the parties hereto, and to their respective successors and assigns, except that no Grantor shall be permitted to assign this Agreement or any interest herein or in the Collateral, or any part thereof, or otherwise pledge, encumber or grant any option with respect to the Collateral, or any part thereof, or any cash or property held by the Agent as Collateral under this Agreement without prior written consent of the Agent. All references herein to the Agent shall include any successor thereof, each Lender and any other obligees from time to time of the Obligations.

25. **Definitions.** All terms used herein shall be defined in accordance with the appropriate definitions appearing in the Uniform Commercial Code as in effect in Florida, and such definitions are hereby incorporated herein by reference and made a part hereof.

26. **Severability.** The provisions of this Agreement are independent of and separable from each other. If any provision hereof shall for any reason be held invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of any other provision hereof, but this Agreement shall be construed as if such invalid or unenforceable provision had never been contained herein.

27. **Counterparts.** This Agreement may be executed in any number of counterparts and all the counterparts taken together shall be deemed to constitute one and the same instrument.

28. **Remedies Cumulative.** All remedies hereunder are cumulative and are not exclusive of any other rights and remedies of the Agent provided by law or under the Credit Agreement, the other Loan Documents, or other applicable agreements or instruments. The making of Advances and Loans to, and issuing of Letters of Credit for the benefit of, the Borrowers pursuant to the Credit Agreement after the date of this Agreement shall be conclusively presumed to have been made or issued, respectively, in reliance upon the Grantor's granting of a security interest in and to the Collateral pursuant to the terms hereof.

29. **Termination.** This Agreement and all obligations of each Grantor hereunder shall terminate on the Termination Date, at which time the Liens and rights granted to the Agent for the benefit of the Secured Parties hereunder shall automatically terminate and no longer be in effect, and the Collateral shall automatically be released from the Liens created hereby. Upon such termination of this Agreement, the Agent shall, at the sole expense of the Grantors, reassign and redeliver to each applicable Grantor such Collateral then held by or for the Agent and execute and deliver to such Grantor such documents as such Grantor shall reasonably request and take such further actions as may be necessary to effect the same and as shall be reasonably acceptable to the Agent.

30. **Notices.** Any notice required or permitted hereunder shall be given, (a) with respect to any Grantor, at the address of Danka Holding as indicated in Section 11.2 of the Credit Agreement and (b) with respect to the Agent or a Lender, at the Agent's address indicated in Section 11.2 of the Credit Agreement. All such notices shall be given and shall be effective as provided in Section 11.2 of the Credit Agreement.

31. **Governing Law; Venue; Waiver of Trial by Jury.**

(a) THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF FLORIDA APPLICABLE TO CONTRACTS EXECUTED, AND TO BE FULLY PERFORMED, IN SUCH STATE NOTWITHSTANDING ITS EXECUTION AND DELIVERY OUTSIDE SUCH STATE.

(b) EACH GRANTOR HEREBY EXPRESSLY AND IRREVOCABLY AGREES AND CONSENTS THAT ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREIN MAY BE INSTITUTED IN ANY STATE OR FEDERAL COURT SITTING IN THE COUNTY OF PINELLAS, STATE OF FLORIDA, UNITED STATES OF AMERICA AND, BY THE EXECUTION AND DELIVERY OF THIS AGREEMENT, EACH GRANTOR EXPRESSLY WAIVES ANY OBJECTION THAT IT MAY HAVE NOW OR HEREAFTER TO THE LAYING OF THE VENUE OR TO THE JURISDICTION OF ANY SUCH SUIT, ACTION OR PROCEEDING, AND IRREVOCABLY SUBMITS GENERALLY AND UNCONDITIONALLY TO THE JURISDICTION OF ANY SUCH COURT IN ANY SUCH SUIT, ACTION OR PROCEEDING.

(c) EACH GRANTOR AGREES THAT SERVICE OF PROCESS MAY BE MADE BY PERSONAL SERVICE OF A COPY OF THE SUMMONS AND COMPLAINT OR OTHER LEGAL PROCESS IN ANY SUCH SUIT, ACTION OR PROCEEDING, OR BY REGISTERED OR CERTIFIED MAIL (POSTAGE PREPAID) TO THE ADDRESS OF DANKA HOLDING PROVIDED BY SECTION 11.2 OF THE CREDIT AGREEMENT, AND IN ACCORDANCE WITH SECTION 11.2 OF THE CREDIT AGREEMENT, OR BY ANY OTHER METHOD OF SERVICE PROVIDED FOR UNDER THE APPLICABLE LAWS IN EFFECT IN THE STATE OF FLORIDA.

(d) NOTHING CONTAINED IN SUBSECTIONS (b) OR (c) HEREOF SHALL PRECLUDE THE AGENT OR ANY LENDER FROM BRINGING ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE OTHER LOAN DOCUMENTS IN THE COURTS OF ANY PLACE WHERE EACH GRANTOR OR ANY OF SUCH GRANTOR'S PROPERTY OR ASSETS MAY BE FOUND OR LOCATED. TO THE EXTENT PERMITTED BY THE APPLICABLE LAWS OF ANY SUCH JURISDICTION, EACH GRANTOR HEREBY IRREVOCABLY SUBMITS TO THE JURISDICTION OF ANY SUCH COURT AND EXPRESSLY WAIVES, IN RESPECT OF ANY SUCH SUIT, ACTION OR PROCEEDING, THE JURISDICTION OF ANY OTHER COURT OR COURTS WHICH NOW OR HEREAFTER, BY REASON OF ITS PRESENT OR FUTURE DOMICILE, OR OTHERWISE, MAY BE AVAILABLE TO IT.

(e) IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS OR REMEDIES UNDER OR RELATED TO THIS AGREEMENT OR ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR THAT MAY IN THE FUTURE BE DELIVERED IN CONNECTION WITH THE FOREGOING, EACH GRANTOR AND THE AGENT ON BEHALF OF THE LENDERS HEREBY AGREE, TO THE EXTENT

PERMITTED BY APPLICABLE LAW, THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY AND EACH PARTY HEREBY WAIVES, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY HAVE THAT EACH ACTION OR PROCEEDING HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

[Signature pages follow]

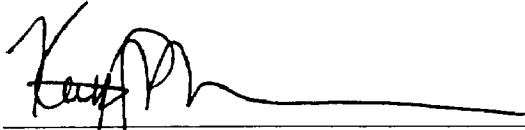
IN WITNESS WHEREOF, the parties have duly executed this Security Agreement on the day and year first written above.

GRANTORS:

**DANKA HOLDING COMPANY
AMERICAN BUSINESS CREDIT CORPORATION
AMERITREND CORPORATION
CORPORATE CONSULTING GROUP, INC.
D.I. INVESTMENT MANAGEMENT, INC.
DANKA IMAGING DISTRIBUTION, INC.
DANKA MANAGEMENT COMPANY, INC.
DANKA OFFICE IMAGING COMPANY
DYNAMIC BUSINESS SYSTEMS, INC.
HERMAN ENTERPRISES, INC. OF SOUTH FLORIDA
KIS IMAGING SERVICES, INC.
RYAN FUNDING COMPANY**

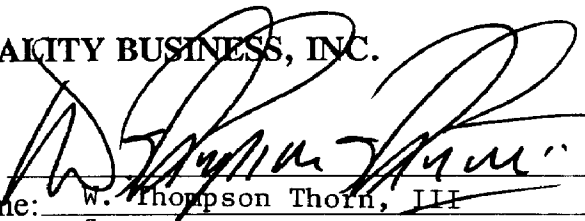
WITNESS:

F. Malloy M. Keith
W. Key holds

By: 
Name: Keith J. Nelson
Title: Assistant Secretary

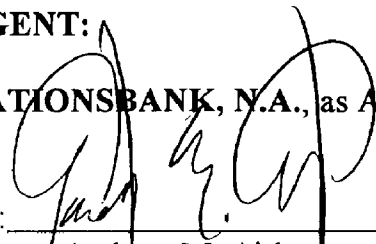
WITNESS:

Janny Logan
Deva Kozan

QUALITY BUSINESS, INC.
By: 
Name: W. Thompson Thorn, III
Title: Secretary

AGENT:

NATIONSBANK, N.A., as Agent for the Lenders

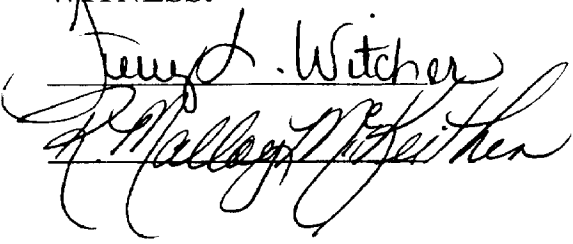


By: _____

Name: Andrew M. Airheart

Title: Senior Vice President

WITNESS:



SCHEDULE I

List of Guarantors

American Business Credit Corporation
Ameritrend Corporation
Corporate Consulting Group, Inc.
D.I. Investment Management, Inc.
Danka Imaging Distribution, Inc.
Danka Management Company, Inc.
Danka Office Imaging Company
Dynamic Business Systems, Inc.
Herman Enterprises, Inc. of South Florida
KIS Imaging Services, Inc.
Quality Business, Inc.
Ryan Funding Company

SCHEDULE II**Location of Accounts and Chief Executive Offices**

<u>Subsidiary</u>	<u>Chief Executive Offices</u>	<u>Location of Accounts</u>
Danka Holding Company	11201 Danka Circle North St. Petersburg, Florida 33716	11201 Danka Circle North St. Petersburg, Florida 33716
American Business Credit Corporation	11201 Danka Circle North St. Petersburg, Florida 33716	11201 Danka Circle North St. Petersburg, Florida 33716
Ameritrend Corporation	11201 Danka Circle North St. Petersburg, Florida 33716	11201 Danka Circle North St. Petersburg, Florida 33716 3710 Park Central Boulevard North Pompano Beach, Florida 33064
Corporate Consulting Group, Inc.	11201 Danka Circle North St. Petersburg, Florida 33716	11201 Danka Circle North St. Petersburg, Florida 33716
D.I. Investment Management, Inc.	11201 Danka Circle North St. Petersburg, Florida 33716	11201 Danka Circle North St. Petersburg, Florida 33716
Danka Imaging Distribution, Inc.	11201 Danka Circle North St. Petersburg, Florida 33716	11201 Danka Circle North St. Petersburg, Florida 33716
Danka Management Company, Inc.	11201 Danka Circle North St. Petersburg, Florida 33716	11201 Danka Circle North St. Petersburg, Florida 33716
Danka Office Imaging Company	11201 Danka Circle North St. Petersburg, Florida 33716	11201 Danka Circle North St. Petersburg, Florida 33716 2600 Manitou Road Rochester, New York 14653 4949 West Royal Lane Irving, Texas 75063
Dynamic Business Systems, Inc.	11201 Danka Circle North St. Petersburg, Florida 33716	11201 Danka Circle North St. Petersburg, Florida 33716
Herman Enterprises, Inc. of South Florida	11201 Danka Circle North St. Petersburg, Florida 33716	11201 Danka Circle North St. Petersburg, Florida 33716

<u>Subsidiary</u>	<u>Chief Executive Offices</u>	<u>Location of Accounts</u>
KIS Imaging Services, Inc.	11201 Danka Circle North St. Petersburg, Florida 33716	11201 Danka Circle North St. Petersburg, Florida 33716
Quality Business, Inc.	11201 Danka Circle North St. Petersburg, Florida 33716	11201 Danka Circle North St. Petersburg, Florida 33716
Ryan Funding Company	11201 Danka Circle North St. Petersburg, Florida 33716	11201 Danka Circle North St. Petersburg, Florida 33716

SCHEDULE III**Location of Inventory**

<u>Subsidiary</u>	<u>Location of Inventory</u>
Danka Holding Company	<i>Please see attached.</i>
American Business Credit Corporation	<i>None.</i>
Ameritrend Corporation	<i>None.</i>
Corporate Consulting Group, Inc.	<i>None.</i>
D.I. Investment Management, Inc.	<i>None.</i>
Danka Imaging Distribution, Inc.	<i>None.</i>
Danka Management Company, Inc.	<i>None.</i>
Danka Office Imaging Company	<i>Please see attached.</i>
Dynamic Business Systems, Inc.	<i>Please see attached.</i>
Herman Enterprises, Inc. of South Florida	<i>None.</i>
KIS Imaging Services, Inc.	<i>None.</i>
Quality Business, Inc.	<i>Please see attached.</i>
Ryan Funding Company	<i>None.</i>

SCHEDULE 3 (III)
+ SCHEDULE 4 (IV)
Danka US Locations
1988-1998

NOTE: All references to Danka Corporation and Omnifax locations are Danka Office Imaging locations.

ITEM #	BR. #	BRANCH NAME	STREET	CITY	ST.	ZIP
1	LRO	DANKA CORPORATION	18 W 11TH ST	ANNISTON	AL	36201
1	34	DANKA CORPORATION	1411 QUINTARD AVE	ANNISTON	AL	36201
2	OI-272	DANKA OFFICE IMAGING	10 INVERNESS CENTER	BIRMINGHAM	AL	35243
3	35/PW	DANKA CORPORATION	124 WEST OXMOOR RD	BIRMINGHAM	AL	35209
4	10	DANKA CORPORATION	2500 A FORTNER ST STE#100	DOTHAN	AL	36301
5	AS	DANKA CORPORATION	3765 ROSS CIRCLE NW	DOTHAN	AL	36303
6	42	DANKA CORPORATION	160 OXMOOR BLVD, #1&J	HOMEWOOD	AL	35209
7	ATIAU/AZ	DANKA CORPORATION	138 CITATION CT	HOMEWOOD	AL	35208
8	06	DANKA CORPORATION	878 HILLCREST RD	MOBILE	AL	36695
9	LRO	DANKA CORPORATION	401 N PERRY ST	MONTGOMERY	AL	36104
10	98	DANKA CORPORATION	2581 FAIRLANE DR	MONTGOMERY	AL	26116
11	GB	DANKA CORPORATION	5830 E HIGHLAND	JONESBORO	AR	72401
12	NEW	DANKA OFFICE IMAGING	10800 FINANCIAL CENTER PKWY	LITTLE ROCK	AR	72211
13	KT	DANKA CORPORATION	2483 WALGREENS ST #8	FLAGSTAFF	AZ	86004
14	KU	DANKA CORPORATION	3811 JAMAICA BLVD, #B	LAKE HAVASU CITY	AZ	86402
15		DSI / DANKA OFFICE IMAGING	4041 N CENTRAL AVENUE, #101	PHOENIX	AZ	85504
16	HW	DANKA CORPORATION	8126 N 23RD ST	PHOENIX	AZ	85021
17	HG	DANKA CORPORATION	3212-3232 W THOMAS RD	PHOENIX	AZ	85017
18	KY	DANKA CORPORATION	3116-3138 E MCDOWELL RD	PHOENIX	AZ	85008
19	OI-330	DANKA OFFICE IMAGING	2600 N. CENTRAL AVENUE	PHOENIX	AZ	85004
19	HJ	DANKA CORPORATION	4128 LA LINDA WAY, #C	SIERRA VISTA	AZ	85835
20	HA-1	DANKA CORPORATION	3220 S. FAIRLANE #12	TEMPE	AZ	85282
21	X07	OMNIFAX / DANKA OFFICE IMAGING	449 S 48TH ST, #103	TEMPE	AZ	85281
22	HA	DANKA CORPORATION	2249 W FAIRMONT DR	TEMPE	AZ	85282
23	HE	DANKA CORPORATION	365 S EUCLID	TUCSON	AZ	85718
24	HH	DANKA CORPORATION	1200 E. AJO WAY	TUCSON	AZ	85718
26	KR	DANKA CORPORATION	700 W CATALINA DRIVE	YUMA	AZ	85384
28	PG	DANKA CORPORATION	3025 W MISSION RD	ALHAMBRA	CA	91803
27	KF	DANKA CORPORATION	6851 MCDIMTT DR	BAKERSFIELD	CA	93313
28	FB	DANKA CORPORATION	1361 W 190TH STREET	GARDENA	CA	90248
29	X06	OMNIFAX / DANKA OFFICE IMAGING	3848 BREAKWATER AVE	HAYWARD	CA	94545
30	FC	DANKA OFFICE IMAGING	111 INNOVATION DRIVE	IRVINE	CA	92715
31	OI-263	DANKA OFFICE IMAGING	700 S FLOWER STREET	LOS ANGELES	CA	90017
32	QBI	QUALITY BUSINESS INC.	3325 WILSHIRE BLVD	LOS ANGELES	CA	90010
33	KD	DANKA CORPORATION	1301 RAND STREET	PETALUMA	CA	94951
34	C15	OFF SITE STORAGE / DANKA OFFICE IMAGING	12375 KERRAN STREET	POWAY	CA	92064
35	FX	DANKA CORPORATION	9120 CHICAGO AVENUE	RIVERSIDE	CA	92507
36		DANKA OFFICE IMAGING	3017 DOUGLAS BVD, #33 & 34	ROSEVILLE	CA	95661
36	OI-344	DANKA OFFICE IMAGING	400 CAPITAL MALL, #1870	SACRAMENTO	CA	95614
37	X04	OMNIFAX / DANKA OFFICE IMAGING	3440 VIKING DRIVE	SACRAMENTO	CA	95627
38	WHSE	DANKA CORPORATION	2080 HALLMARK DRIVE	SACRAMENTO	CA	95825
39	LRO	DANKA CORPORATION	6770 RUFFIN RD	SAN DIEGO	CA	92123
40	OI-374	DANKA OFFICE IMAGING	6333 GREENWICH DR, #240	SAN DIEGO	CA	92122
41	FE	DANKA CORPORATION	7857 CONVOY CT, #211, 306-307	SAN DIEGO	CA	92123
42	X06	OMNIFAX / DANKA OFFICE IMAGING	7950 SIVERTON AVE #126	SAN DIEGO	CA	92128
43	HK	DANKA CORPORATION	4787 RUFNER STREET	SAN DIEGO	CA	92111
44	OI-350	DANKA CORPORATION	160 SPEAR STREET	SAN FRANCISCO	CA	94106
45	OI-364	DANKA OFFICE IMAGING	1740 TECHNOLOGY DR, #200	SAN JOSE	CA	95134
46	KD1	DANKA CORPORATION	2476 VERNA CT	SAN LEANDRO	CA	94577
47	KM	DANKA CORPORATION	3442 EMPRESA DRIVE	SAN LUIS OBISPO	CA	93401
48	X03	OMNIFAX / DANKA OFFICE IMAGING	10400 PIONEER BLVD #8	SANTE FE SPRINGS	CA	90670
49	28.7	DANKA CORPORATION	8847 PIONEER BLVD	SANTE FE SPRINGS	CA	90670
50	KK7	DANKA CORPORATION	114 S 10TH STREET	VANDENBERG AF BASE	CA	93437
51	KH	DANKA CORPORATION	1811 KNOLL DR, UNIT B	VENTURA	CA	93003
52	OI-345	DANKA OFFICE IMAGING	360 N WIGET LANE	WALNUT CREEK	CA	94598
53	OI-362	DANKA OFFICE IMAGING	5958 TOPANGA CANYON BLVD	WOODLAND HILLS	CA	91387
64	OI-333	DANKA OFFICE IMAGING	6300 S. SYRACUSE WAY	ENGLEWOOD	CO	80111
55	X08	OMNIFAX / DANKA OFFICE IMAGING	7302 S ALTON WAY #G	ENGLEWOOD	CO	80112
58		DANKA OI - DISTRIBUTION CNTR	8952 EASTMAN PARK DR	WINDSOR	CO	80550
57	OI-122	DANKA OFFICE IMAGING	77 HARTLAND STREET	E HARTFORD	CT	06106
58	OI-123	DANKA CORPORATION	2750 DIXWELL AVE	HAMDEN	CT	06618
59	RY1	DANKA CORPORATION	273 DIVIDEND ROAD	ROCKY HILL	CT	08067
60	OI-121	DANKA OFFICE IMAGING	1266 MAIN STREET	STAMFORD	CT	08902
61		DANKA OFFICE IMAGING	1100 17TH STREET, NW	WASHINGTON	DC	20000
62	13	DANKA BUSINESS SYSTEMS	12029 MAJESTIC BLVD #1 & 2	BAYONET POINT	FL	34867
63		DANKA OFFICE IMAGING	10990 US HIGHWAY 18 NORTH	CLEARWATER	FL	34624
64	BD	DANKA BUSINESS SYSTEMS	3632 131ST AVE N	CLEARWATER	FL	34822
65	DZ/DZ	DANKA BUSINESS SYSTEMS	3634 131ST AVE N	CLEARWATER	FL	34822
66	BX	DANKA BUSINESS SYSTEMS	3636 131ST AVE N	CLEARWATER	FL	34822

Danka US Locations
1998-1999

ITEM #	BR. #	BRANCH NAME	STREET	CITY	ST.	ZIP
67	LEO	DANKA BUSINESS SYSTEMS	1640 GULF BLVD #1207	CLEARWTR BCH	FL	34617
68	12	DANKA BUSINESS SYSTEMS	6360 ARC WAY STE#4&5	FT. MYERS	FL	33912
69	41	DANKA BUSINESS SYSTEMS	350 A RACETRACK RD	FT. WALTON BEACH	FL	32547
70	36	DANKA BUSINESS SYSTEMS	4701 SW 34TH ST	GAINESVILLE	FL	32608
71		DANKA OMNIFAX OFFICE IMAGING	9160 PHILLIPS HIGHWAY	JACKSONVILLE	FL	32216
72	PT/84	DANKA BUSINESS SYSTEMS	10475 FORTUNE PKWY, #103	JACKSONVILLE	FL	32266
73	TEMP	DANKA BUSINESS SYSTEMS	8466 PHILLIPS HIGHWAY	JACKSONVILLE	FL	32216
73	11	DANKA BUSINESS SYSTEMS	2302 E EDGEWOOD DR	LAKELAND	FL	33803
74	LRO	DANKA BUSINESS SYSTEMS	6800-6818 SW 8TH ST	MIAMI	FL	33144
75	CJ-2	DANKA BUSINESS SYSTEMS	7370 NW 36TH ST, #415E	MIAMI	FL	33166
78	CD	DANKA BUSINESS SYSTEMS	8790 NW 18TH TERRACE	MIAMI	FL	33172
77	X46	OMNIFAX/DANKA OFFICE IMAGING	6065 NW 167TH ST #27	MIAMI	FL	33015
78	PN	DANKA BUSINESS SYSTEMS	7400 NW 19TH ST	MIAMI	FL	33128
79	PZ/37	DANKA BUSINESS SYSTEMS	839 N MAGNOLIA AVE	OCALA	FL	34475
80	PV/14	DANKA BUSINESS SYSTEMS	3701 JOHN YOUNG PKWY	ORLANDO	FL	32804
81	X47	OMNIFAX/DANKA OFFICE IMAGING	4407 VINELAND ROAD #D-18	ORLANDO	FL	32811
82	PVA/14A	DANKA BUSINESS SYSTEMS	3727 VINELAND RD	ORLANDO	FL	32804
83	LRO	DANKA BUSINESS SYSTEMS	2600 AIRPORT ROAD	PANAMA CITY	FL	92405
84	16	DANKA BUSINESS SYSTEMS	490 GRACE ST	PANAMA CITY	FL	32401
85	LRO	DANKA BUSINESS SYSTEMS	3741 N DAVIS HWY	PENSACOLA	FL	32503
86	7	DANKA BUSINESS SYSTEMS	3200 W FAIRFIELD DR	PENSACOLA	FL	32505
87	23	DANKA BUSINESS SYSTEMS	1601 SW 6th COURT STE A	POMPANO BEACH	FL	33069
88	PS/M8	DANKA BUSINESS SYSTEMS	3770 PARK CENTRAL BLVD N	POMPANO BEACH	FL	33064
89	CJ	DANKA BUSINESS SYSTEMS	3710 PARK CENTRAL BLVD.N	POMPANO BEACH	FL	33064
90	2	DANKA BUSINESS SYSTEMS	1785 NORTHGATE BLVD	SARASOTA	FL	34234
91		DANKA BUSINESS SYSTEMS	9549 KOGER BLVD	ST PETERSBURG	FL	33702
92	3&4	DANKA BUSINESS SYSTEMS	10901 ROOSEVELT BLVD	ST PETERSBURG	FL	33716
93	NEW	DANKA BUSINESS SYSTEMS	9887 4TH STREET N.	ST PETERSBURG	FL	33716
94	TBD	DANKA BUSINESS SYSTEMS	10103 9TH ST NORTH	ST PETERSBURG	FL	33716
96	4	DANKA TROL/DANKA HOLDING CO.	11207 DANKA BLVD.	ST PETERSBURG	FL	33716
96	26	DANKA BUSINESS SYSTEMS	11401 16TH CT N.	ST PETERSBURG	FL	33716
97		DANKA BUSINESS SYSTEMS	11001 DANKA WAY N	ST PETERSBURG	FL	33716
98	BU	DANKA BUSINESS SYSTEMS	11201 DANKA CIRCLE N	ST. PETERSBURG	FL	33716
99	PR	DANKA BUSINESS SYSTEMS	10901 DANKA CIRCLE N	ST. PETERSBURG	FL	33716
100	PY	DANKA BUSINESS SYSTEMS	10701 DANKA WAY N	ST. PETERSBURG	FL	33716
101	DX/DZ	DANKA BUSINESS SYSTEMS	9799 INTERNATIONAL DRIVE	ST. PETERSBURG	FL	33716
102	CJ-4	DANKA BUSINESS SYSTEMS	1250-C BLOUNTSTOWN HWY	TALLAHASSEE	FL	32304
103	CM	DANKA BUSINESS SYSTEMS	630 CAPITAL CIRCLE NE	TALLAHASSEE	FL	32301
104	CJ-3	DANKA BUSINESS SYSTEMS	5118 N 56TH ST	TAMPA	FL	33610
105	1	DANKA BUSINESS SYSTEMS	5005 W LAUREL ST STE#104	TAMPA	FL	33607
106	X46	OMNIFAX/DANKA OFFICE IMAGING	8180 WOODLAND CENTER	TAMPA	FL	33614
107	5/GA	DANKA BUSINESS SYSTEMS	5100 W LEMON ST STE#114	TAMPA	FL	33609
108	21	DANKA BUSINESS SYSTEMS	7830 BYRON DRIVE	WEST PALM BEACH	FL	33404
109	CF	DANKA CORPORATION	832 PINE AVE	ALBANY	GA	31701
110	NEW	DANKA OFFICE IMAGING	3015 WINDWARD PLAZA	ALPHARETTA	GA	30202
111	CE	DANKA CORPORATION	1820 GRASSLAND PKWY	ALPHARETTA	GA	30201
112	DU/26.2	DANKA CORPORATION	6216 WESTGATE DR #B	ATLANTA	GA	30336
113	30	DANKA OFFICE IMAGING	980 HAMMOND DRIVE, #300	ATLANTA	GA	30328
114		DANKA OFFICE IMAGING		CHAMBLEE	GA	30341
115	PK	DANKA CORPORATION	1200 LINWOOD BLVD	COLUMBUS	GA	31801
116	WHSE	DANKA OFFICE IMAGING	4005 NEWPOINT PLACE	LAWRENCEVILLE	GA	30043
117	31	DANKA CORPORATION	6021 MERCER UNIVERSITY DR	MACON	GA	31210
117	32	DANKA CORPORATION	425 FRANKLIN RD #650	MARIETTA	GA	30067
118	30	DANKA CORPORATION	1450 OAKBROOK DR	NORCROSS	GA	30093
119	X31	OMNIFAX/DANKA OFFICE IMAGING	1050 NORTHFIELD CTS	ROSWELL	GA	30075
120		DANKA OI - (KODAK Warehouse)		HONOLULU	HI	96820
121		DANKA OFFICE IMAGING	699 KAHELU AVE	MILANI	HI	96789
122	RU	DANKA CORPORATION	680 32ND AVE S.W.	CEDAR RAPIDS	IA	52404
123	RW	DANKA CORPORATION	3385 HILLCREST RD	DUBUQUE	IA	52002
124	FJ	DANKA OFFICE IMAGING	12501 EXPLORER DRIVE	BOISE	ID	83706
125	MD	DANKA CORPORATION	1210 TOWANDA PLAZA	BLOOMINGTON	IL	61704
126	GZ	DANKA CORPORATION	600 W FULTON ST #101	CHICAGO	IL	60661
127	OI-220	DANKA OFFICE IMAGING	181 W MADISON ST, #2000	CHICAGO	IL	60602
128	SC	DANKA CORPORATION	526 W MONROE STREET	CHICAGO	IL	60606
129	MZ	DANKA CORPORATION	350 N. CLARK ST	CHICAGO	IL	60610
130	MJ/MS	DANKA CORPORATION	516 N STATE STREET	CHICAGO	IL	60610
131	TE	DANKA CORPORATION	1006 N WATER STREET	DECATUR	IL	62523
132	RN?	DANKA CORPORATION	838 W. LINCOLN	DELCALB	IL	60115
133		DANKA OFFICE IMAGING	2644 E DEMPSTER ST	DES PLAINES	IL	60018

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ITEM #	BR #	BRANCH NAME	STREET	CITY	ST	ZIP
134	SV	DANKA CORPORATION	1689-85 ELMHURST RD	ELK GROVE VILLAGE	IL	60007
135	C1.2	DANKA CORPORATION	405-415 E SHAWMUT	LA GRANGE	IL	60525
136	MH	DANKA OFFICE IMAGING	330 E 22ND STREET	LOMBARD	IL	60148
137	MV	DANKA CORPORATION	8726 W 194TH ST	MOKENA	IL	60448
138	MC	DANKA CORPORATION	2137 S MAIN STREET	MORTON	IL	61550
139	GZ	DANKA CORPORATION	3345 COMMERCIAL AVE, #3363	NORTHBROOK	IL	60062
140	RN	DANKA CORPORATION	3025 E STATE STREET	ROCKFORD	IL	61108
141	MW	DANKA CORPORATION	1306 WILEY RD #1255	SCHAUMBURG	IL	60173
142	X20	OMNIFAX/DANKA OFFICE IMAGING	1106 REMINGTON RD.	SCHAUMBURG	IL	60173
143	MT	DANKA CORPORATION	6240 FOUNTAIN DR STE A & B	CROWN POINT	IN	46307
144	X10/OI-230	OMNIFAX/DANKA O I	3500 W. DEPAUW BLVD	INDIANAPOLIS	IN	46268
145	MN	DANKA CORPORATION	9273 CASTLEGATE DR	INDIANAPOLIS	IN	46262
146	MU	DANKA CORPORATION	101 W 2ND STREET	MICHIGAN CITY	IN	46360
147	MX	DANKA CORPORATION	220 COLFAX #160	SOUTH BEND	IN	46807
148	70-73	DANKA CORPORATION	7940 MARSHALL DR	LENEXA	KS	66214
149	NEW	DANKA OFFICE IMAGING	110 S W WANAMAKER	TOPEKA	K9	66604
150	85	DANKA CORPORATION	8830 E 32ND CT. N	WICHITA	KS	67226
151	25	DANKA CORPORATION	1045 LOVERS LANE	BOWLING GREEN	KY	42101
152	OI-493	DANKA OFFICE IMAGING	662 E MARKET 6 STREET	LOUISVILLE	KY	40202
153	GK	DANKA CORPORATION	2747 W PARK DRIVE	PADUCAH	KY	42001
154		DANKA OFFICE IMAGING	6550 UNITED PLAZA BLVD, #304	BATON ROUGE	LA	70809
155	YS/X11	OMNIFAX/DANKA OFFICE IMAGING	201 EVANS ROAD	NEW ORLEANS	LA	70123
156	OI-261	DANKA OFFICE IMAGING	639 LOYOLA AVE, #2550	NEW ORLEANS	LA	70113
157	EZ	DANKA CORPORATION	1560 YOREE DR	SHREVEPORT	LA	71120
158	OI-112	DANKA OFFICE IMAGING	20 CUSTOM HOUSE STREET	BOSTON	MA	01208
159	SERVICE	DANKA OFFICE IMAGING	294 WASHINGTON STREET	BOSTON	MA	02108
160	RY3	DANKA CORPORATION	181 PARK AVENUE	W SPRINGFIELD	MA	01089
161	OI-110	DANKA OFFICE IMAGING	40 WILLIAMS STREET	WELLESLEY	MA	02181
162	GP	DANKA CORPORATION	2, 16 & 18 TOWER OFFICE PARK	WOBURN	MA	01801
163	62	DANKA CORPORATION	173 GROVE STREET	WORCESTER	MA	01605
164	OI-184	DANKA OFFICE IMAGING	100 E PRATT STREET	BALTIMORE	MD	21090
165	63/RK	DANKA CORPORATION	3620 COMMERCE DR	BALTIMORE	MD	21227
166	XS	OMNIFAX/DANKA OFFICE IMAGING	7528 CONNELLEY DR	HANOVER	MD	21076
167	NK	DANKA CORPORATION	1516 S SALISBURY BLVD	SALISBURY	MD	21801
168	SY	DANKA CORPORATION	1024 FOREST AVE	PORTLAND	ME	04103
169	91	DANKA CORPORATION	3915 RESEACH PARK DR	ANN ARBOR	MI	48108
170	OI-200	OMNIFAX/DANKA O I	32500 TELEGRAPH RD	BINGHAM FARMS	MI	48086
171	SD	DANKA CORPORATION	1211 TRUMBULL	DETROIT	MI	48216
172	RR	DANKA CORPORATION	868 PULASKI AVE	MUSKEGON	MI	46441
173	SU	DANKA CORPORATION	2682 GARFIELD N	TRAVERSE CITY	MI	49684
174	82	DANKA CORPORATION	1282 KIRTS BLVD #100	TROY	MI	48064
175		DANKA CORPORATION	32709 MOUND ROAD	WARREN	MI	48182
176	RP	DANKA CORPORATION	551 36TH ST. SE	WYOMING	MI	49348
177	OI-241	DANKA CORPORATION	7805 GOLDEN TRIANGLE DR, #130	EDEN PRAIRE	MN	55344
178		DANKA CORPORATION	860 FEE FEE RD	MARYLAND HEIGHTS	MO	63043
179	X23	OMNIFAX/DANKA OFFICE IMAGING	828 FEE FEE RD	MARYLAND HEIGHTS	MO	63043
180	MA	DANKA CORPORATION	868 FEE FEE RD	MARYLAND HEIGHTS	MO	63043
181	LRO	DANKA CORPORATION	1201-1209 FREDERICK AVE	ST JOSEPH	MO	64501
182	78	DANKA CORPORATION	1215-1219 FREDERICK AVE	ST JOSEPH	MO	64501
183	JJ	DANKA CORPORATION	2208 WELSCH INDUSTRIAL CT	ST LOUIS	MO	63148
184	JK	DANKA CORPORATION	111 WEST PORT PLAZA DR	ST. LOUIS	MO	63148
185	LRO	DANKA CORPORATION	1720 PASS ROAD	GULFPORT	MS	39601
186	08	DANKA CORPORATION	1031 DENNY AVE	PASCAGOULA	MS	39667
187	WHSE	OMNIFAX/DANKA OFFICE IMAGING	1332 RASCO ROAD	SOUTHAVEN	MS	38671
188	CV	DANKA CORPORATION	34 NEW LEICESTER HIGHWAY	ASHVILLE	NC	28805
189	OI-2263	DANKA OFFICE IMAGING	9140 ARROWPOINT BLVD.	CHARLOTTE	NC	28217
190	AC/AJ	DANKA CORPORATION	4300 BARRINGER DRIVE	CHARLOTTE	NC	28217
191	AD	DANKA CORPORATION	940 E FRANKLIN BLVD	GASTONIA	NC	28054
192		DANKA OFFICE IMAGING	101 CENTREPOINTE DRIVE, 160	GREENSBORO	NC	27409
193	AG	DANKA CORPORATION	8548 BUSH STREET	RALEIGH	NC	27809
194	AA	DANKA CORPORATION	405 S WESLYAN BLVD	ROCKY MOUNT	NC	27803
195	RG/AB	DANKA CORPORATION	105 TURNER STREET	SOUTHERN PINES	NC	28387
196	RE/RD	DANKA CORPORATION	3201 RANDALL PKWY UNIT #1	WILMINGTON	NC	28403
197		DANKA OFFICE IMAGING	9140 W DODGE RD	OMAHA	NE	68114
198	SX	DANKA CORPORATION	195 HANOVER ST #38	PORTSMOUTH	NH	03801
199	GY	DANKA TECHN. APPLICATIONS	210 LAKE DRIVE EAST	CHERRY HILL	NJ	08002
200	X37	OMNIFAX/DANKA OFFICE IMAGING	313 CLIFTON AVE	CLIFTON	NJ	07011
201		DANKA OFFICE IMAGING	18 LITTLE FALLS RD	FAIRFIELD	NJ	07004
202	NJ	DANKA CORPORATION	1095 CRANBURY S RIVER RD	JAMESBURG	NJ	08531

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203		DANKA OFFICE IMAGING	282 MONROE ST	KENILWORTH	NJ	07033
204	GU	DANKA CORPORATION	60 EAST RT. 4	PARAMUS	NJ	07662
205	SZ	DANKA CORPORATION	38 US HWY 48, EAST	PINEBROOK	NJ	07066
206	OI-144	DANKA OFFICE IMAGING	103 CARNEGIE CENTER, #103	PRINCETON	NJ	08540
207	GT	DANKA CORPORATION	12 EDISON PLACE	SPRINGFIELD	NJ	07081
208	GX	DANKA CORPORATION	187 MOUNTAIN AVE	SPRINGFIELD	NJ	07081
208	OFFICE	DANKA CORPORATION	1326 CAMPUS PKWY	WALL	NJ	07719
210	KA	DANKA CORPORATION	4830 PAN AM FREEWAY, NE	ALBUQUERQUE	NM	87108
211	KN	DANKA CORPORATION	6455 INDUSTRIAL RD	LAS VEGAS	NV	89118
212	JF	DANKA CORPORATION	2600 MILL STREET	RENO	NV	89502
213	OI-466	DANKA OFFICE IMAGING	20 CORPORATE WOODS	ALBANY	NY	12211
214	N037	DANKA OFFICE IMAGING	100 CORPORATE PKWY	AMHERST	NY	14228
215	QBI	DANKA CORPORATION	758 GRAND BLVD	DEER PARK	NY	11729
216	OI-465	DANKA OFFICE IMAGING	5015 CAMPUSWOOD DRIVE	EAST SYRACUSE	NY	13220
217	APT	DANKA OI - 72 APT UNITS	VARIOUS	HENRIETTA	NY	14467
218	QBI	QUALITY BUS. SYSTEM	28-28 41ST AVENUE	LONG ISLAND CITY	NY	10019
218	WHSE	DANKA CORPORATION	50 NASSAU TERMINAL	NEW HYDE PARK	NY	11040
220	NG1	DANKA CORPORATION	322 8TH AVE	NEW YORK	NY	10001
221	OFFICE	DANKA OFFICE IMAGING	110 WILLIAMS STREET	NEW YORK	NY	10017
222	OI-130	DANKA OFFICE IMAGING	90 PARK AVE	NEW YORK	NY	10036
223	NF	DANKA CORPORATION/TROL	4 TRI HARBOR COURT	PORT WASHINGTON	NY	11050
224		DANKA OI - 8962 CALL CENTER	100 KINGS HIGHWAY	ROCHESTER	NY	14850
226		DANKA OFFICE IMAGING	460 BUFFALO RD	ROCHESTER	NY	14863
228		DANKA OFFICE IMAGING	1869 LAKE AVE #B-56	ROCHESTER	NY	14863
227	NEW	DANKA OFFICE IMAGING	2600 MANITOU RD, BLDG 14	ROCHESTER	NY	14853
228	NEW	DANKA OFFICE IMAGING	50 GREENLEAF STREET	ROCHESTER	NY	14850
229		DANKA OI - (Kodak Toner/Supplies)	901 ELMGROVE RD, BLDG 605	ROCHESTER	NY	14653
230	NEW	DANKA OFFICE IMAGING	50 GREENLEAF STREET	ROCHESTER	NY	14850
231		DANKA OI - (KODAK Warehouse)	901 ELMGROVE RD, BLDG 12	ROCHESTER	NY	14653
232		DANKA OI - (KODAK Mfg.)	901 ELMGROVE RD, BLDG 11	ROCHESTER	NY	14653
233	X40	OMNIFAX/DANKA OFFICE IMAGING	1200-A SCOTTSDALE RD #145	ROCHESTER	NY	14624
234	X38	OMNIFAX/DANKA OFFICE IMAGING	99 POWERHOUSE ROAD	ROSLYN HEIGHTS	NY	11577
235	GW	DANKA CORPORATION	505 WHITE PLAINS RD	TARRYTOWN	NY	10561
236	OI-131	DANKA OFFICE IMAGING	EAB PLAZA WEST TOWER	UNIONDALE	NY	11556
237	SJ?	DANKA CORPORATION	48 ENTERPRISE PLACE	CHILLICOTHE	OH	45801
238	X24	OMNIFAX/DANKA OFFICE IMAGING	4620 COOPER ROAD, #101 & #304	CINCINNATI	OH	45242
239	LRO	DANKA CORPORATION	1037 N HIGH STREET	COLUMBUS	OH	43201
240	TEMP	DANKA CORPORATION	3836-3700 INDIANOLA AVE	COLUMBUS	OH	43214
241		DANKA OFFICE IMAGING	3100 RESEARCH BLVD	DAYTON	OH	45420
242	SS	DANKA CORPORATION	2300 COUNTY ROAD 85	FINDLEY	OH	45840
243	OI-416	DANKA OFFICE IMAGING	5005 ROCKSIDE RD	INDEPENDENCE	OH	44132
244	48	DANKA CORPORATION	RT#1 BX 43A NEWPORT PIKE	MARIETTA	OH	45760
245	X25	OMNIFAX/DANKA OFFICE IMAGING	6567 COCHRAN ROAD	OLON	OH	44139
246	SK	DANKA CORPORATION	61710 NATIONAL RD EAST	ST CLARESVILLE	OH	43950
247	NEW	DANKA OFFICE IMAGING	7841 PALACE DRIVE	SYCAMORE TOWNSHIP	OH	
248		DANKA OFFICE IMAGING	405 MADISON AVENUE	TOLEDO	OH	43604
248	OI-414	DANKA OFFICE IMAGING	600 LAKEVIEW PLAZA BLVD	WORTHINGTON	OH	43085
250	8H	DANKA CORPORATION	600 LAKEVIEW PLAZA BLVD, #A	WORTHINGTON	OH	43085
251	64A	DANKA CORPORATION	1320 N.W. HOMESTEAD DR	LAWTON	OK	73505
252		DANKA OFFICE IMAGING	1601 NORTHWEST EXP SWY, #1300	OKLAHOMA CITY	OK	73118
253	NEW	DANKA OFFICE IMAGING	7301 N BROADWAY, #228A	OKLAHOMA CITY	OK	73118
254	X46	OMNIFAX/DANKA OFFICE IMAGING	1000 NW GRAND BLVD	OKLAHOMA CITY	OK	73118
255	X14	DANKA OI	8726 E 42ND STREET	TULSA	OK	74148
256	OI-263	DANKA OFFICE IMAGING	7134 S YALE	TULSA	OK	74138
257	OI-343	DANKA OFFICE IMAGING	4380 SW MACADAM AVE, #200	PORTLAND	OR	97201
258	X43	OMNIFAX/DANKA OFFICE IMAGING	200 OLD POND ROAD	BRIDGEVILLE	PA	16017
259	OI-152	DANKA OFFICE IMAGING	5095 RITTER ROAD	MECHANICSBURG	PA	17055
260	SPB	DANKA CORPORATION	650 SECO ROAD, BLDG #6	MONROEVILLE	PA	15146
261	ND	DANKA CORPORATION	1000 MADISON AVENUE	NORRISTOWN	PA	18403
262	OI-141	DANKA OFFICE IMAGING	1 LOGAN SQUARE	PHILADELPHIA	PA	19103
263	NB	DANKA CORPORATION	2 PENN CENTER PLAZA	PHILADELPHIA	PA	19123
264		DANKA OFFICE IMAGING	681 ANDERSON DRIVE	PITTSBURG	PA	15220
265	SPA	DANKA CORPORATION	2030-2040 ARDMORE BLVD	PITTSBURG	PA	15221
266	RV	DANKA CORPORATION	1000 MADISON AVENUE	VALLEY FORGE	PA	19103
267		DANKA OFFICE IMAGING	40 WESTMINSTER ST	PROVIDENCE	RI	02903
268	61	DANKA CORPORATION	416 KILVERT ST	WARRICK	RI	02886
269	OI-271	DANKA OFFICE IMAGING	1901 MAIN STREET, #100	COLUMBIA	SC	29210
270	X33	OMNIFAX/DANKA OFFICE IMAGING	1813 HAMPTON STREET	COLUMBIA	SC	29201
271	29	DANKA CORPORATION	2205 TWO NOTCH RD	COLUMBIA	SC	29204

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272		DANKA OFFICE IMAGING	635 N PLEASANTBURG	GREENVILLE	SC	29607
273	AF	DANKA CORPORATION	1200 WOODRUFF RD, #B-17	GREENVILLE	SC	29607
274	28	DANKA CORPORATION	7311 PEPPERDAM AVE	N. CHARLESTON	SC	29418
275	GH/58	DANKA CORPORATION	6409 MARYLAND WAY	BRENTWOOD	TN	37027
276	37	DANKA CORPORATION	6956 SHALLOWFORD RD	CHATTANOOGA	TN	37421
277	50	DANKA CORPORATION	1842 WILMA RUDOLPH BLVD	CLARKSVILLE	TN	37040
278	LRO	DANKA CORPORATION	2163 N COOEE ST	CLEVELAND	TN	37311
279	LRO	DANKA CORPORATION	450 S JEFFERSON	COOKEVILLE	TN	38501
280	PA1	DANKA CORPORATION	439 S LOWE STREET	COOKEVILLE	TN	38501
281	PA2	DANKA CORPORATION	701 W. 4TH ST.	CROSSVILLE	TN	38566
282	69	DANKA CORPORATION	2078 HOLLYWOOD DR	JACKSON	TN	38306
283	68	DANKA CORPORATION	8081 KINGSTON PIKE BLVD	KNOXVILLE	TN	37919
284	GC/PM6	DANKA CORPORATION	1634-1638 GYCAMORE VIEW RD	MEMPHIS	TN	38115
285	X50	DANKA OFFICE IMAGING	1648 SYCAMORE VIEW	MEMPHIS	TN	38138
286	27&66	DANKA CORPORATION	1410 DONELSON PIKE #A-7	NASHVILLE	TN	37217
287	67	DANKA CORPORATION	824 GRASSMERE PK #16-16	NASHVILLE	TN	37211
288	NV	DANKA CORPORATION	726 MELLPARK DR	NASHVILLE	TN	87204
289	NS1	DANKA CORPORATION	198 INDUSTRIAL PARK RD	PINEY FLATS	TN	37888
290	EU	DANKA CORPORATION	2800 N. SECOND	ABILENE	TX	78448
291	887	DANKA CORPORATION	2400 W 6TH ST	AMARILLO	TX	79106
292	88	DANKA CORPORATION	814 S TAYLOR	AMARILLO	TX	79106
293	EB	DANKA CORPORATION	2013-A CENTIMETER CIR	AUSTIN	TX	78758
294	TC	DANKA CORPORATION	11525 STONEHOLLOW DR	AUSTIN	TX	78758
295	X75	OMNIFAX/DANKA OFFICE IMAGING	8715 BURNETT ROAD	AUSTIN	TX	78758
296	LRO	DANKA CORPORATION	211 W. BAKER	BROWNWOOD	TX	78448
297		DANKA OFFICE IMAGING	201 MAIN STREET	BROWNWOOD	TX	78801
298	51	DANKA CORPORATION	4841 LEOPARD	CORPUS CHRISTI	TX	78408
299	EM	DANKA CORPORATION	4914 GREENWOOD DR	CORPUS CHRISTI	TX	78416
300	51	DANKA CORPORATION	4841 LEOPARD (REAR)	CORPUS CHRISTI	TX	78408
301	6A	DANKA CORPORATION	10280 MILLER RD (sharp bob lees)	DALLAS	TX	75238
302	LRO	DANKA CORPORATION	205 S. LAMAR	EASTLAND	TX	76448
303	53	DANKA CORPORATION	2707 AIRPORT FREEWAY	FT. WORTH	TX	76111
304	TC3	DANKA CORPORATION	11899 KATY FREEWAY #160	HOUSTON	TX	77079
305	ES	DANKA CORPORATION	5120 WOODWAY #8002 & 8004	HOUSTON	TX	77056
306	X17	OMNIFAX / DANKA OFFICE IMAGING	2425 W. LOOP SOUTH	HOUSTON	TX	77040
307	52	DANKA CORPORATION	8975 PORTWEST DR #140 & 180	HOUSTON	TX	77024
308		DANKA OFFICE IMAGING	4600 REGENT BLVD, #200	IRVING	TX	76083
309		DANKA CORPORATION	8424 STERLING	IRVING	TX	76083
310	55	DANKA CORPORATION	4929 W ROYAL LANE	IRVING	TX	76063
311		DANKA OFFICE IMAGING	222 W COLINAS BLVD	IRVING	TX	76039
312	X16	OMNIFAX/DANKA OFFICE IMAGING	6012 CAMPUS CR DR #220	IRVING	TX	76063
313	ER	DANKA CORPORATION	4949 W ROYAL LANE	IRVING	TX	76063
314	87	DANKA CORPORATION	7727 QUAKER AVENUE	LUBBOCK	TX	79424
315	84M	DANKA CORPORATION	6 DESTA DRIVE	MIDLAND	TX	79705
316	LRO	DANKA CORPORATION	12001 E 120 W BLDG 2	ODESSA	TX	79785
317	LRO	DANKA CORPORATION	12001 E 120 W BLDG 1	ODESSA	TX	79785
318	84K	DANKA CORPORATION	8010 HWY 191 STE	ODESSA	TX	79782
319	83	DANKA CORPORATION	933 E NAKOMA DR	SAN ANTONIO	TX	78216
320	ED	DANKA OFFICE IMAGING	4200 TEXOMA PARKWAY	SHERMAN	TX	75090
321		DANKA CORPORATION	2707 S. 37TH STREET	TEMPLE	TX	76704
322	EJ	DANKA CORPORATION	815 LAKE AIR DR	WACO	TX	76710
323	54	DANKA CORPORATION	1119 CENTRAL FREEWAY	WICHITA FALLS	TX	76448
324		DANKA CORPORATION	2817 KELL BLVD 3513 & 522	WICHITA FALLS	TX	76308
325	OI-334	DANKA OFFICE IMAGING	50 S MAIN STREET	SALT LAKE CITY	UT	84114
326	JZ	DANKA CORPORATION	4038 S. 500 WEST #86	SALT LAKE CITY	UT	84123
327	OI-100	DANKA OFFICE IMAGING	1100 N. GLEBE RD	ARLINGTON	VA	22201
328	45A?	DANKA CORPORATION	514 VIRGINIA AVE	BLUEFIELD	VA	24805
329	SA	DANKA CORPORATION	880 GREENBRIER CIRCLE, #200	CHESAPEAKE	VA	23320
330	RH	DANKA CORPORATION	870 GREENBRIER CIRCLE, #200	CHESAPEAKE	VA	23320
331	RA	DANKA CORPORATION	3801 HWY 28 N	DANVILLE	VA	24540
332	RB	DANKA CORPORATION	8318 TIMBERLAKE RD	LYNCHBURG	VA	24502
333	6D/NX	DANKA CORPORATION	720 THIMBLE SHOALS #113	NEWPORT NEWS	VA	23806
334	YG	DANKA CORPORATION	5315 HENNEMAN DR	NORFOLK	VA	23513
335	GM	DANKA CORPORATION	3968-3979 DEEP ROCK ROAD	RICHMOND	VA	23233
336	RC	DANKA CORPORATION	129 THURSTON AVE NW	ROANOKE	VA	24012
337	RF	DANKA CORPORATION	788 BAKER LANE	WINCHESTER	VA	22603
338	X10	OMNIFAX/DANKA OFFICE IMAGING	1800 138TH PLACE NE	BELLEVUE	WA	98005
339	JR	DANKA CORPORATION	1735 CEDARDALE RD, #E-100	MT. VERNON	WA	98274
340	JM	DANKA CORPORATION	2260 152ND AVE NE	REDMOND	WA	98062

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341	JT	DANKA CORPORATION	9833 POPLARS AVE NW	SILVERDALE	WA	98363
342	JP	DANKA CORPORATION	728-730 PACIFIC AVE	TACOMA	WA	98402
343	X27	OMNIFAX/DANKA OFFICE IMAGING	250 N SUNNYSLOPES ROAD	BROOKFIELD	WI	63005
344	NEW	DANKA OFFICE IMAGING	2801 W BELTLINE HWY	MADISON	WI	53713
345	X28	OMNIFAX/DANKA OFFICE IMAGING	7835 W BLUEMOND RD	MILWAUKEE	WI	53216
346	01-446	DANKA OFFICE IMAGING	20700 SWENSEN DRIVE	WAUKESHA	WI	63183
347	45	DANKA CORPORATION	1412 KANWAHA BLVD	CHARLESTON	WV	25312
348	64	DANKA CORPORATION	1420 KANWAHA BLVD	CHARLESTON	WV	25312
				TOTALS		
O = Office; D = Demo Room; S = Service; W = Warehouse; CC = Call Center; P = Parts Room; DI = Service Dispatch						

SCHEDULE IV

Location of Equipment

<u>Subsidiary</u>	<u>Location of Equipment</u>
Danka Holding Company	<i>Please see attached.</i>
American Business Credit Corporation	<i>None.</i>
Ameritrend Corporation	<i>None.</i>
Corporate Consulting Group, Inc.	<i>None.</i>
D.I. Investment Management, Inc.	<i>None.</i>
Danka Imaging Distribution, Inc.	<i>None.</i>
Danka Management Company, Inc.	<i>None.</i>
Danka Office Imaging Company	<i>Please see attached.</i>
Dynamic Business Systems, Inc.	<i>Please see attached.</i>
Herman Enterprises, Inc. of South Florida	<i>None.</i>
KIS Imaging Services, Inc.	<i>None.</i>
Quality Business, Inc.	<i>Please see attached.</i>
Ryan Funding Company	<i>None.</i>

SCHEDULE 3 (III)
+ SCHEDULE 4 (IV)
Danka US Locations
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NOTE: All references to Danka Corporation and Omnifax locations are Danka Office Imaging locations.

ITEM #	BR. #	BRANCH NAME	STREET	CITY	ST.	ZIP
* 1	LRO	DANKA CORPORATION	18 W 11TH ST	ANNISTON	AL	36201
1	34	DANKA CORPORATION	1411 QUINTARD AVE	ANNISTON	AL	36201
2	OI-272	DANKA OFFICE IMAGING	10 INVERNESS CENTER	BIRMINGHAM	AL	35243
3	35/PW	DANKA CORPORATION	124 WEST OXMOOR RD	BIRMINGHAM	AL	35209
4	10	DANKA CORPORATION	2500 A FORTNER ST STE#100	DOTHAN	AL	36301
5	AS	DANKA CORPORATION	3765 ROSS CIRCLE NW	DOTHAN	AL	36303
6	42	DANKA CORPORATION	160 OXMOOR BLVD, #1&J	HOMEWOOD	AL	35206
7	ATIAU/AZ	DANKA CORPORATION	138 CITATION CT	HOMEWOOD	AL	35208
8	06	DANKA CORPORATION	878 HILLCREST RD	MOBILE	AL	36685
9	LRQ	DANKA CORPORATION	401 N PERRY ST	MONTGOMERY	AL	36104
10	98	DANKA CORPORATION	2581 FAIRLANE DR	MONTGOMERY	AL	26116
11	GB	DANKA CORPORATION	5930 E HIGHLAND	JONESBORO	AR	72401
12	NEW	DANKA OFFICE IMAGING	10800 FINANCIAL CENTER PKWY	LITTLE ROCK	AR	72211
13	KT	DANKA CORPORATION	2483 WALGREENS ST #B	FLAGSTAFF	AZ	86004
14	KU	DANKA CORPORATION	3611 JAMAICA BLVD, #B	LAKE HAVASU CITY	AZ	86402
15		DSI / DANKA OFFICE IMAGING	4041 N CENTRAL AVENUE, #101	PHOENIX	AZ	85604
16	HW	DANKA CORPORATION	8126 N 23RD ST	PHOENIX	AZ	85021
17	HG	DANKA CORPORATION	3212-3232 W THOMAS RD	PHOENIX	AZ	85017
18	KY	DANKA CORPORATION	3116-3138 E MCDOWELL RD	PHOENIX	AZ	85008
19	OI-330	DANKA OFFICE IMAGING	2600 N. CENTRAL AVENUE	PHOENIX	AZ	85004
18	HJ	DANKA CORPORATION	4128 LA LINDA WAY, #C	SIERRA VISTA	AZ	85835
20	HA-1	DANKA CORPORATION	3220 S. FAIRLANE #12	TEMPE	AZ	85282
21	X07	OMNIFAX / DANKA OFFICE IMAGING	449 S 48TH ST, #103	TEMPE	AZ	85281
22	HA	DANKA CORPORATION	2249 W FAIRMONT DR	TEMPE	AZ	85282
23	HE	DANKA CORPORATION	365 S EUCLID	TUCSON	AZ	85719
24	HH	DANKA CORPORATION	1200 E. AJO WAY	TUCSON	AZ	85713
26	KR	DANKA CORPORATION	700 W CATALINA DRIVE	YUMA	AZ	86364
28	PG	DANKA CORPORATION	3025 W MISSION RD	ALHAMBRA	CA	91803
27	KF	DANKA CORPORATION	6851 MCDVITT DR	BAKERSFIELD	CA	93313
28	FB	DANKA CORPORATION	1361 W 190TH STREET	GARDENA	CA	90248
29	X08	OMNIFAX / DANKA OFFICE IMAGING	3848 BREAKWATER AVE	HAYWARD	CA	84545
30	FC	DANKA OFFICE IMAGING	111 INNOVATION DRIVE	IRVINE	CA	92715
31	OI-263	DANKA OFFICE IMAGING	700 S FLOWER STREET	LOS ANGELES	CA	80017
32	QBI	QUALITY BUSINESS INC.	3325 WILSHIRE BLVD	LOS ANGELES	CA	90010
33	KD	DANKA CORPORATION	1301 RAND STREET	PETALUMA	CA	94951
* 34	C15	OFF SITE STORAGE / DANKA OFFICE IMAGING	12375 KERRAN STREET	POWAY	CA	92084
35	FX	DANKA CORPORATION	3120 CHICAGO AVENUE	RIVERSIDE	CA	92507
36		DANKA OFFICE IMAGING	3017 DOUGLAS BVD. #33 & 34	ROSEVILLE	CA	96861
38	OI-344	DANKA OFFICE IMAGING	400 CAPITAL MALL, #1670	SACRAMENTO	CA	95814
37	X04	OMNIFAX / DANKA OFFICE IMAGING	3440 VIKING DRIVE	SACRAMENTO	CA	95827
38	WHSE	DANKA CORPORATION	2080 HALLMARK DRIVE	SACRAMENTO	CA	95825
39	LRO	DANKA CORPORATION	5770 RUFFIN RD	SAN DIEGO	CA	92123
40	OI-374	DANKA OFFICE IMAGING	6333 GREENWICH DR, #240	SAN DIEGO	CA	92122
41	FE	DANKA CORPORATION	7857 CONVOY CT, #211, 306-307	SAN DIEGO	CA	92123
42	X06	OMNIFAX / DANKA OFFICE IMAGING	7850 SIVERTON AVE #126	SAN DIEGO	CA	92128
43	HK	DANKA CORPORATION	4787 RUFNER STREET	SAN DIEGO	CA	92111
44	OI-360	DANKA CORPORATION	180 SPEAR STREET	SAN FRANCISCO	CA	94106
45	OI-364	DANKA OFFICE IMAGING	1740 TECHNOLOGY DR, #200	SAN JOSE	CA	95134
46	KD1	DANKA CORPORATION	2476 VERNA CT	SAN LEANDRO	CA	94677
47	KM	DANKA CORPORATION	3442 EMPRESA DRIVE	SAN LUIS OBISPO	CA	93401
48	X03	OMNIFAX / DANKA OFFICE IMAGING	10400 PIONEER BLVD #8	SANTE FE SPRINGS	CA	80670
49	28.7	DANKA CORPORATION	9847 PIONEER BLVD	SANTE FE SPRINGS	CA	80670
50	KK7	DANKA CORPORATION	114 S 10TH STREET	VANDENBERG AF BASE	CA	93437
51	KH	DANKA CORPORATION	1811 KNOLL DR, UNIT B	VENTURA	CA	93003
52	OI-345	DANKA OFFICE IMAGING	360 N WIGET LANE	WALNUT CREEK	CA	94598
53	OI-362	DANKA OFFICE IMAGING	5959 TOPANGA CANYON BLVD	WOODLAND HILLS	CA	91387
54	OI-333	DANKA OFFICE IMAGING	6300 S. SYRACUSE WAY	ENGLEWOOD	CO	80111
55	X08	OMNIFAX / DANKA OFFICE IMAGING	7302 S ALTON WAY #G	ENGLEWOOD	CO	80112
56		DANKA OI - DISTRIBUTION CNTR	9962 EASTMAN PARK DR	WINDSOR	CO	80550
57	OI-122	DANKA OFFICE IMAGING	77 HARTLAND STREET	E HARTFORD	CT	06106
58	OI-123	DANKA CORPORATION	2750 DIXWELL AVE	HAMDEN	CT	06518
59	RY1	DANKA CORPORATION	273 DVIDEND ROAD	ROCKY HILL	CT	06067
60	OI-121	DANKA OFFICE IMAGING	1266 MAIN STREET	STAMFORD	CT	06902
61		DANKA OFFICE IMAGING	1100 17TH STREET, NW	WASHINGTON	DC	20000
62	13	DANKA BUSINESS SYSTEMS	12029 MAJESTIC BLVD #1 & 2	BAYONET POINT	FL	34687
63		DANKA OFFICE IMAGING	10990 US HIGHWAY 19 NORTH	CLEARWATER	FL	34624
64	BD	DANKA BUSINESS SYSTEMS	3632 131ST AVE N	CLEARWATER	FL	34622
65	D2/DZ	DANKA BUSINESS SYSTEMS	3634 131ST AVE N	CLEARWATER	FL	34622
66	BX	DANKA BUSINESS SYSTEMS	3636 131ST AVE N	CLEARWATER	FL	34622

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ITEM #	BR. #	BRANCH NAME	STREET	CITY	ST	ZIP
67	LEO	DANKA BUSINESS SYSTEMS	1640 GULF BLVD #1207	CLEARWTR BCH	FL	34617
68	12	DANKA BUSINESS SYSTEMS	6380 ARC WAY STE#4&5	FT. MYERS	FL	33912
69	41	DANKA BUSINESS SYSTEMS	350 A RACETRACK RD	FT. WALTON BEACH	FL	32647
70	36	DANKA BUSINESS SYSTEMS	4701 SW 34TH ST	GAINESVILLE	FL	32608
71		DANKA OMNIFAX OFFICE IMAGING	9160 PHILLIPS HIGHWAY	JACKSONVILLE	FL	32218
72	PT/84	DANKA BUSINESS SYSTEMS	10475 FORTUNE PKWY, #103	JACKSONVILLE	FL	32268
73	TEMP	DANKA BUSINESS SYSTEMS	8456 PHILLIPS HIGHWAY	JACKSONVILLE	FL	32218
74	11	DANKA BUSINESS SYSTEMS	2302 E EDGEWOOD DR	LAKELAND	FL	33803
74	LRO	DANKA BUSINESS SYSTEMS	5800-5818 SW 8TH ST	MIAMI	FL	33144
76	CJ-2	DANKA BUSINESS SYSTEMS	7370 NW 36TH ST, #415E	MIAMI	FL	33166
76	CD	DANKA BUSINESS SYSTEMS	8790 NW 18TH TERRACE	MIAMI	FL	33172
77	X48	OMNIFAX/DANKA OFFICE IMAGING	6065 NW 167TH ST #27	MIAMI	FL	33015
78	PN	DANKA BUSINESS SYSTEMS	7400 NW 19TH ST	MIAMI	FL	33126
78	PZ/37	DANKA BUSINESS SYSTEMS	939 N MAGNOLIA AVE	OCALA	FL	34476
80	PV/14	DANKA BUSINESS SYSTEMS	3701 JOHN YOUNG PKWY	ORLANDO	FL	32804
81	X47	OMNIFAX/DANKA OFFICE IMAGING	4407 VINELAND ROAD #D-18	ORLANDO	FL	32811
82	PVA/14A	DANKA BUSINESS SYSTEMS	3727 VINELAND RD	ORLANDO	FL	32804
83	LRO	DANKA BUSINESS SYSTEMS	2600 AIRPORT ROAD	PANAMA CITY	FL	32405
84	16	DANKA BUSINESS SYSTEMS	490 GRACE ST	PANAMA CITY	FL	32401
85	LRO	DANKA BUSINESS SYSTEMS	3741 N DAVIS HWY	PENSACOLA	FL	32503
86	7	DANKA BUSINESS SYSTEMS	3200 W FAIRFIELD DR	PENSACOLA	FL	32505
87	23	DANKA BUSINESS SYSTEMS	1601 SW 8th COURT STE A	POMPANO BEACH	FL	33069
88	PS/18	DANKA BUSINESS SYSTEMS	3770 PARK CENTRAL BLVD N	POMPANO BEACH	FL	33064
89	CJ	DANKA BUSINESS SYSTEMS	3710 PARK CENTRAL BLVD N	POMPANO BEACH	FL	33064
90	2	DANKA BUSINESS SYSTEMS	1785 NORTHGATE BLVD	SARASOTA	FL	34234
91		DANKA BUSINESS SYSTEMS	9549 KOGER BLVD	ST PETERSBURG	FL	33702
92	3&4	DANKA BUSINESS SYSTEMS	10901 ROOSEVELT BLVD	ST PETERSBURG	FL	33716
93	NEW	DANKA BUSINESS SYSTEMS	9887 4TH STREET N	ST PETERSBURG	FL	33716
94	TBD	DANKA BUSINESS SYSTEMS	10103 9TH ST NORTH	ST PETERSBURG	FL	33716
96	4	DANKA TRÖL/DANKA HOLDING CO.	11207 DANKA BLVD.	ST PETERSBURG	FL	33716
98	28	DANKA BUSINESS SYSTEMS	11401 16TH CT N.	ST PETERSBURG	FL	33716
97		DANKA BUSINESS SYSTEMS	11001 DANKA WAY N	ST PETERSBURG	FL	33716
98	BU	DANKA BUSINESS SYSTEMS	11201 DANKA CIRCLE N	ST. PETERSBURG	FL	33716
99	PR	DANKA BUSINESS SYSTEMS	10601 DANKA CIRCLE N	ST. PETERSBURG	FL	33716
100	PY	DANKA BUSINESS SYSTEMS	10701 DANKA WAY N	ST. PETERSBURG	FL	33716
101	DX/DZ	DANKA BUSINESS SYSTEMS	9799 INTERNATIONAL DRIVE	ST. PETERSBURG	FL	33716
102	CJ-4	DANKA BUSINESS SYSTEMS	1250-C BLOUNTSTOWN HWY	TALLAHASSEE	FL	32304
103	CM	DANKA BUSINESS SYSTEMS	630 CAPITAL CIRCLE NE	TALLAHASSEE	FL	32301
104	CJ-3	DANKA BUSINESS SYSTEMS	5118 N 56TH ST	TAMPA	FL	33610
105	1	DANKA BUSINESS SYSTEMS	5005 W LAUREL ST STE#104	TAMPA	FL	33607
106	X48	OMNIFAX/DANKA OFFICE IMAGING	8180 WOODLAND CENTER	TAMPA	FL	33614
107	SICA	DANKA BUSINESS SYSTEMS	5100 W LEMON ST STE#114	TAMPA	FL	33609
108	21	DANKA BUSINESS SYSTEMS	7830 BYRON DRIVE	WEST PALM BEACH	FL	33404
109	CF	DANKA CORPORATION	832 FINE AVE	ALBANY	GA	31701
110	NEV	DANKA OFFICE IMAGING	3015 WINDWARD PLAZA	ALPHARETTA	GA	30202
111	GE	DANKA CORPORATION	1820 GRASSLAND PKWY	ALPHARETTA	GA	30201
112	DU/26.2	DANKA CORPORATION	6216 WESTGATE DR #B	ATLANTA	GA	30336
113	30	DANKA OFFICE IMAGING	980 HAMMOND DRIVE, #300	ATLANTA	GA	30328
114		DANKA OFFICE IMAGING		CHAMBLEE	GA	30341
116	PK	DANKA CORPORATION	1200 LINWOOD BLVD	COLUMBUS	GA	31901
118	WHSE	DANKA OFFICE IMAGING	4005 NEWPOINT PLACE	LAWRENCEVILLE	GA	30043
118	31	DANKA CORPORATION	6621 MERCER UNIVERSITY DR	MACON	GA	31210
117	32	DANKA CORPORATION	425 FRANKLIN RD #550	MARIETTA	GA	30067
118	30	DANKA CORPORATION	1450 OAKBROOK DR	NORCROSS	GA	30093
118	X31	OMNIFAX/DANKA OFFICE IMAGING	1060 NORTHFIELD CTS	ROSWELL	GA	30076
120		DANKA OI - (KODAK Warehouse)		HONOLULU	HI	96820
121		DANKA OFFICE IMAGING	699 KAHELU AVE	MILILANI	HI	96789
122	RU	DANKA CORPORATION	680 32ND AVE S.W.	CEDAR RAPIDS	IA	52404
123	RW	DANKA CORPORATION	3385 HILLCREST RD	DUBUQUE	IA	52002
124	FJ	DANKA OFFICE IMAGING	12501 EXPLORER DRIVE	BOISE	ID	83706
125	MD	DANKA CORPORATION	1210 TOWANDA PLAZA	BLOOMINGTON	IL	61704
126	GZ	DANKA CORPORATION	600 W FULTON ST #101	CHICAGO	IL	60681
127	OI-220	DANKA OFFICE IMAGING	181 W MADISON ST, #2000	CHICAGO	IL	60602
128	SC	DANKA CORPORATION	526 W MONROE STREET	CHICAGO	IL	60608
129	MZ	DANKA CORPORATION	350 N. CLARK ST	CHICAGO	IL	60610
130	MJ/MS	DANKA CORPORATION	516 N STATE STREET	CHICAGO	IL	60610
131	TE	DANKA CORPORATION	1006 N WATER STREET	DECATUR	IL	62523
132	RN?	DANKA CORPORATION	838 W. LINCOLN	DELCAIB	IL	60115
133		DANKA OFFICE IMAGING	2644 E DEMPSTER ST	DES PLAINES	IL	60016

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ITEM #	BR. #	BRANCH NAME	STREET	CITY	ST.	ZIP
134	SV	DANKA CORPORATION	1889-85 ELMHURST RD	ELK GROVE VILLAGE	IL	60007
135	C1.2	DANKA CORPORATION	405-415 E SHAWMUT	LA GRANGE	IL	60525
136	MH	DANKA OFFICE IMAGING	330 E 22ND STREET	LOMBARD	IL	60148
137	MV	DANKA CORPORATION	8726 W 194TH ST	MOKENA	IL	60448
138	MC	DANKA CORPORATION	2197 S MAIN STREET	MORTON	IL	61550
139	GZ	DANKA CORPORATION	3345 COMMERCIAL AVE, #3383	NORTHBROOK	IL	60062
140	RN	DANKA CORPORATION	3925 E STATE STREET	ROCKFORD	IL	61108
141	MW	DANKA CORPORATION	1806 WILEY RD #1255	SCHAUMBURG	IL	60173
142	X20	OMNIFAX/DANKA OFFICE IMAGING	1106 REMINGTON RD.	SCHAUMBURG	IL	60173
143	MT	DANKA CORPORATION	6240 FOUNTAIN DR STE A & B	CROWN POINT	IN	46307
144	X1001-280	OMNIFAX/DANKA O I	3500 W. DEPAUW BLVD	INDIANAPOLIS	IN	46268
145	MN	DANKA CORPORATION	8273 CASTLEGATE DR	INDIANAPOLIS	IN	46262
148	MU	DANKA CORPORATION	101 W 2ND STREET	MICHIGAN CITY	IN	46380
147	MX	DANKA CORPORATION	220 COLFAX #160	SOUTH BEND	IN	46807
148	70-73	DANKA CORPORATION	7940 MARSHALL DR	LENEXA	KS	66214
149	NEW	DANKA OFFICE IMAGING	110 S W WANAMAKER	TOPEKA	KS	66604
150	85	DANKA CORPORATION	8630 E 32ND CT. N	WICHITA	KS	67226
151	25	DANKA CORPORATION	1045 LOVERS LANE	BOWLING GREEN	KY	42101
152	OI-433	DANKA OFFICE IMAGING	662 E MARKET STREET	LOUISVILLE	KY	40202
153	GK	DANKA CORPORATION	2747 W PARK DRIVE	PADUCAH	KY	42001
154		DANKA OFFICE IMAGING	8550 UNITED PLAZA BLVD, #304	BATON ROUGE	LA	70809
155	YS/X11	OMNIFAX/DANKA OFFICE IMAGING	201 EVANS ROAD	NEW ORLEANS	LA	70123
160	OI-261	DANKA OFFICE IMAGING	639 LOYOLA AVE, #2550	NEW ORLEANS	LA	70113
167	EZ	DANKA CORPORATION	1566 YOUREE DR	SHREVEPORT	LA	71120
166	OI-112	DANKA OFFICE IMAGING	20 CUSTOM HOUSE STREET	BOSTON	MA	01208
159	SERVICE	DANKA OFFICE IMAGING	284 WASHINGTON STREET	BOSTON	MA	02108
160	RY3	DANKA CORPORATION	181 PARK AVENUE	W SPRINGFIELD	MA	01089
161	OI-110	DANKA OFFICE IMAGING	40 WILLIAMS STREET	WELLESLEY	MA	02181
162	GP	DANKA CORPORATION	2, 15 & 18 TOWER OFFICE PARK	WOBURN	MA	01801
163	62	DANKA CORPORATION	173 GROVE STREET	WORCESTER	MA	01605
164	OI-184	DANKA OFFICE IMAGING	100 E PRATT STREET	BALTIMORE	MD	21080
165	63/RK	DANKA CORPORATION	3620 COMMERCE DR	BALTIMORE	MD	21227
168	XS	OMNIFAX/DANKA OFFICE IMAGING	7528 CONNELLEY DR	HANOVER	MD	21076
167	NK	DANKA CORPORATION	1516 S SALISBURY BLVD	SALISBURY	MD	21801
168	SY	DANKA CORPORATION	1024 FOREST AVE	PORTLAND	ME	04103
169	91	DANKA CORPORATION	9615 RESEACH PARK DR	ANN ARBOR	MI	48108
170	OI-200	OMNIFAX/DANKA O I	32500 TELEGRAPH RD	BINGHAM FARMS	MI	48086
171	SD	DANKA CORPORATION	1211 TRUMBULL	DETROIT	MI	48216
172	RR	DANKA CORPORATION	868 PULASKI AVE	MUSKEGON	MI	49441
173	SU	DANKA CORPORATION	2692 GARFIELD N	TRAVERSE CITY	MI	49684
174	82	DANKA CORPORATION	1282 KIRTS BLVD #100	TROY	MI	48064
175		DANKA CORPORATION	32709 MOUND ROAD	WARREN	MI	48182
176	RP	DANKA CORPORATION	551 36TH ST. SE	WYOMING	MI	49548
177	OI-241	DANKA CORPORATION	7606 GOLDEN TRIANGLE DR, #130	EDEN PRAIRE	MN	55344
178		DANKA CORPORATION	860 FEE FEE RD	MARYLAND HEIGHTS	MO	63043
179	X23	OMNIFAX/DANKA OFFICE IMAGING	828 FEE FEE RD	MARYLAND HEIGHTS	MO	63043
180	MA	DANKA CORPORATION	868 FEE FEE RD	MARYLAND HEIGHTS	MO	63048
181	LRO	DANKA CORPORATION	1201-1209 FREDERICK AVE	ST JOSEPH	MO	64501
182	78	DANKA CORPORATION	1215-1219 FREDERICK AVE	ST JOSEPH	MO	64501
183	JJ	DANKA CORPORATION	2208 WELSH INDUSTRIAL CT	ST LOUIS	MO	63146
184	JK	DANKA CORPORATION	111 WEST PORT PLAZA DR	ST. LOUIS	MO	63146
185	LRO	DANKA CORPORATION	1720 PASS ROAD	GULFPORT	MS	39601
186	08	DANKA CORPORATION	1031 DENNY AVE	PASCAGOULA	MS	39567
187	WHSE	OMNIFAX/DANKA OFFICE IMAGING	1382 RASCO ROAD	SOUTHAVEN	MS	38871
188	CV	DANKA CORPORATION	34 NEW LEICESTER HIGHWAY	ASHVILLE	NC	28805
189	OI-2263	DANKA OFFICE IMAGING	8140 ARROWPOINT BLVD.	CHARLOTTE	NC	28217
190	AC/AJ	DANKA CORPORATION	4300 BARRINGER DRIVE	CHARLOTTE	NC	28217
191	AD	DANKA CORPORATION	940 E FRANKLIN BLVD	GASTONIA	NC	28054
192		DANKA OFFICE IMAGING	101 CENTREPOINTE DRIVE, 160	GREENSBORO	NC	27409
193	AG	DANKA CORPORATION	8548 BUSH STREET	RALEIGH	NC	27609
194	AA	DANKA CORPORATION	405 S WESLYAN BLVD	ROCKY MOUNT	NC	27803
195	RG/AB	DANKA CORPORATION	105 TURNER STREET	SOUTHERN PINES	NC	28387
196	RE/RD	DANKA CORPORATION	3201 RANDALL PKWY UNIT #1	WILMINGTON	NC	28403
197		DANKA OFFICE IMAGING	9140 W DODGE RD	OMAHA	NE	68114
198	SX	DANKA CORPORATION	195 HANOVER ST #38	PORTSMOUTH	NH	03801
199	GY	DANKA TECHN. APPLICATIONS	210 LAKE DRIVE EAST	CHERRY HILL	NJ	08002
200	X27	OMNIFAX/DANKA OFFICE IMAGING	313 CLIFTON AVE	CLIFTON	NJ	07011
201		DANKA OFFICE IMAGING	18 LITTLE FALLS RD	FAIRFIELD	NJ	07004
202	NJ	DANKA CORPORATION	1095 CRANBURY S RIVER RD	JAMESBURG	NJ	08831

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203		DANKA OFFICE IMAGING	282 MONROE ST	KENILWORTH	NJ	07033
204	GU	DANKA CORPORATION	60 EAST RT. 4	PARAMUS	NJ	07652
205	SZ	DANKA CORPORATION	39 US HWY 48, EAST	PINEBROOK	NJ	07068
206	OI-144	DANKA OFFICE IMAGING	103 CARNEGIE CENTER, #103	PRINCETON	NJ	08540
207	GT	DANKA CORPORATION	12 EDISON PLACE	SPRINGFIELD	NJ	07081
208	GX	DANKA CORPORATION	187 MOUNTAIN AVE	SPRINGFIELD	NJ	07081
209	OFFICE	DANKA CORPORATION	1326 CAMPUS PKWY	WALL	NJ	07719
210	KA	DANKA CORPORATION	4830 PAN AM FREEWAY, NE	ALBUQUERQUE	NM	87108
211	KN	DANKA CORPORATION	6455 INDUSTRIAL RD	LAS VEGAS	NV	89118
212	JF	DANKA CORPORATION	2800 MILL STREET	RENO	NV	89502
213	OI-466	DANKA OFFICE IMAGING	20 CORPORATE WOODS	ALBANY	NY	12211
214	N037	DANKA OFFICE IMAGING	100 CORPORATE PKWY	AMHERST	NY	14228
216	QBI	DANKA CORPORATION	758 GRAND BLVD	DEER PARK	NY	11728
218	OI-155	DANKA OFFICE IMAGING	5015 CAMPUSWOOD DRIVE	EAST SYRACUSE	NY	13220
217	AFT	DANKA OI - 72 APT UNITS	VARIOUS	HENRIETTA	NY	14487
218	QBI	QUALITY BUS. SYSTEM	29-28 41ST AVENUE	LONG ISLAND CITY	NY	10018
218	WHSE	DANKA CORPORATION	50 NASSAU TERMINAL	NEW HYDE PARK	NY	11040
220	NG1	DANKA CORPORATION	322 8TH AVE	NEW YORK	NY	10001
221	OFFICE	DANKA OFFICE IMAGING	110 WILLIAMS STREET	NEW YORK	NY	10017
222	OI-130	DANKA OFFICE IMAGING	90 PARK AVE	NEW YORK	NY	10036
223	NF	DANKA CORPORATION/TROL	4 TRI HARBOR COURT	PORT WASHINGTON	NY	11050
224		DANKA OI - B952 CALL CENTER	100 KINGS HIGHWAY	ROCHESTER	NY	14650
226		DANKA OFFICE IMAGING	460 BUFFALO RD	ROCHESTER	NY	14653
228		DANKA OFFICE IMAGING	1669 LAKE AVE #B-55	ROCHESTER	NY	14663
227	NEW	DANKA OFFICE IMAGING	2600 MANITOU RD, BLDG 14	ROCHESTER	NY	14653
228	NEW	DANKA OFFICE IMAGING	50 GREENLEAF STREET	ROCHESTER	NY	14650
229		DANKA OI - (Kodak Toner/Supplies)	901 ELMGROVE RD, BLDG 605	ROCHESTER	NY	14653
230	NEW	DANKA OFFICE IMAGING	50 GREENLEAF STREET	ROCHESTER	NY	14650
231		DANKA OI - (KODAK Warehouse)	901 ELMGROVE RD, BLDG 12	ROCHESTER	NY	14653
232		DANKA OI - (KODAK Mfg.)	901 ELMGROVE RD, BLDG 11	ROCHESTER	NY	14653
233	X40	OMNIFAX/DANKA OFFICE IMAGING	1200-A SCOTTSVILLE RD #145	ROCHESTER	NY	14624
234	X38	OMNIFAX/DANKA OFFICE IMAGING	99 POWERHOUSE ROAD	ROSLYN HEIGHTS	NY	11677
235	GW	DANKA CORPORATION	505 WHITE PLAINS RD	TARRYTOWN	NY	10591
236	OI-151	DANKA OFFICE IMAGING	EAB PLAZA WEST TOWER	UNIONDALE	NY	11558
237	SJ7	DANKA CORPORATION	48 ENTERPRISE PLACE	CHILLICOTHE	OH	45601
238	X24	OMNIFAX/DANKA OFFICE IMAGING	4620 COOPER ROAD, #101 & #304	CINCINNATI	OH	45242
239	LRO	DANKA CORPORATION	1037 N HIGH STREET	COLUMBUS	OH	43201
240	TEMP	DANKA CORPORATION	3835-3700 INDIANOLA AVE	COLUMBUS	OH	43214
241		DANKA OFFICE IMAGING	3100 RESEARCH BLVD	DAYTON	OH	45420
242	SS	DANKA CORPORATION	2300 COUNTY ROAD 95	FINDLEY	OH	45840
243	OI-415	DANKA OFFICE IMAGING	5005 ROCKSIDE RD	INDEPENDENCE	OH	44132
244	48	DANKA CORPORATION	RT#1 BX 43A NEWPORT PIKE	MARIETTA	OH	45760
245	X25	OMNIFAX/DANKA OFFICE IMAGING	6567 COCHRAN ROAD	SOLOON	OH	44138
246	SK	DANKA CORPORATION	61710 NATIONAL RD EAST	ST CLARESVILLE	OH	43950
247	NEW	DANKA OFFICE IMAGING	7841 PALACE DRIVE	SYCAMORE TOWNSHIP	OH	
248		DANKA OFFICE IMAGING	405 MADISON AVENUE	TOLEDO	OH	45604
248	OI-414	DANKA OFFICE IMAGING	600 LAKEVIEW PLAZA BLVD	WORTHINGTON	OH	43085
250	SH	DANKA CORPORATION	600 LAKEVIEW PLAZA BLVD, #A	WORTHINGTON	OH	43085
251	54A	DANKA CORPORATION	1320 N.W. HOMESTEAD DR	LAWTON	OK	73505
252		DANKA OFFICE IMAGING	1601 NORTHWEST EXP SWY, #1300	OKLAHOMA CITY	OK	73118
253	NEW	DANKA OFFICE IMAGING	7301 N BROADWAY, #228A	OKLAHOMA CITY	OK	73116
254	X16	OMNIFAX/DANKA OFFICE IMAGING	1000 NW GRAND BLVD	OKLAHOMA CITY	OK	73118
255	X14	DANKA OI	9726 E 42ND STREET	TULSA	OK	74148
256	OI-253	DANKA OFFICE IMAGING	7134 S YALE	TULSA	OK	74138
257	OI-343	DANKA OFFICE IMAGING	4380 SW MACADAM AVE, #290	PORTLAND	OR	97201
258	X43	OMNIFAX/DANKA OFFICE IMAGING	200 OLD POND ROAD	BRIDGEVILLE	PA	16017
259	OI-152	DANKA OFFICE IMAGING	5095 RITTER ROAD	MECHANICSBURG	PA	17055
260	SPB	DANKA CORPORATION	660 SECO ROAD, BLDG #B	MONROEVILLE	PA	15146
261	ND	DANKA CORPORATION	1000 MADISON AVENUE	NORRISTOWN	PA	19403
262	OI-141	DANKA OFFICE IMAGING	1 LOGAN SQUARE	PHILADELPHIA	PA	19103
263	NB	DANKA CORPORATION	2 PENN CENTER PLAZA	PHILADELPHIA	PA	19123
264		DANKA OFFICE IMAGING	881 ANDERSEN DRIVE	PITTSBURG	PA	16220
265	SPA	DANKA CORPORATION	2030-2040 ARDMORE BLVD	PITTSBURG	PA	16221
266	RV	DANKA CORPORATION	1000 MADISON AVENUE	VALLEY FORGE	PA	19103
267		DANKA OFFICE IMAGING	40 WESTMINSTER ST	PROVIDENCE	RI	02903
268	61	DANKA CORPORATION	416 KILVERTY ST	WARRIICK	RI	02886
269	OI-271	DANKA OFFICE IMAGING	1901 MAIN STREET, #100	COLUMBIA	SC	29210
270	X33	OMNIFAX/DANKA OFFICE IMAGING	1818 HAMPTON STREET	COLUMBIA	SC	29201
271	29	DANKA CORPORATION	2205 TWO NOTCH RD	COLUMBIA	SC	29204

Danka US Locations
1998-1999

ITEM #	BR.#	BRANCH NAME	STREET	CITY	ST	ZIP
272		DANKA OFFICE IMAGING	635 N PLEASANTBURG	GREENVILLE	SC	28807
273	AF	DANKA CORPORATION	1200 WOODRUFF RD, #B-17	GREENVILLE	SC	28607
274	28	DANKA CORPORATION	7311 PEPPERDAM AVE	N. CHARLESTON	SC	29418
275	GH/58	DANKA CORPORATION	6408 MARYLAND WAY	BRENTWOOD	TN	37027
276	97	DANKA CORPORATION	6958 SHALLOWFORD RD	CHATTANOOGA	TN	37421
277	50	DANKA CORPORATION	1842 WILMA RUDOLPH BLVD	CLARKSVILLE	TN	37040
278	LRO	DANKA CORPORATION	2163 N OCOEE ST	CLEVELAND	TN	37311
279	LRO	DANKA CORPORATION	460 S JEFFERSON	COOKEVILLE	TN	38501
280	PA1	DANKA CORPORATION	439 S LOWE STREET	COOKEVILLE	TN	38601
281	PA2	DANKA CORPORATION	701 W. 4TH ST.	CROSSVILLE	TN	38566
282	69	DANKA CORPORATION	2078 HOLLYWOOD DR	JACKSON	TN	38306
283	68	DANKA CORPORATION	8081 KINGSTON PIKE BLVD	KNOXVILLE	TN	37819
284	GC/PB/66	DANKA CORPORATION	1634-1638 SYCAMORE VIEW RD	MEMPHIS	TN	38115
285	X50	DANKA OFFICE IMAGING	1848 SYCAMORE VIEW	MEMPHIS	TN	38138
286	27&66	DANKA CORPORATION	1410 DONELSON PIKE # A-7	NASHVILLE	TN	37217
287	67	DANKA CORPORATION	624 GRASSMERE PK #15-16	NASHVILLE	TN	37211
288	NV	DANKA CORPORATION	725 MELLPARK DR	NASHVILLE	TN	37204
289	NS1	DANKA CORPORATION	198 INDUSTRIAL PARK RD	PINEY FLATS	TN	37888
290	EU	DANKA CORPORATION	2800 N. SECOND	ABILENE	TX	76448
291	887	DANKA CORPORATION	2400 W 6TH ST	AMARILLO	TX	79106
292	88	DANKA CORPORATION	814 S TAYLOR	AMARILLO	TX	79106
293	EB	DANKA CORPORATION	2013-A CENTIMETER CIR	AUSTIN	TX	78758
294	TC	DANKA CORPORATION	11525 STONEHOLLOW DR	AUSTIN	TX	78758
295	X75	OMNIFAX/DANKA OFFICE IMAGING	8715 BURNETT ROAD	AUSTIN	TX	78758
296	LRO	DANKA CORPORATION	211 W. BAKER	BROWNWOOD	TX	76448
297		DANKA OFFICE IMAGING	201 MAIN STREET	BROWNWOOD	TX	76801
298	51	DANKA CORPORATION	4841 LEOPARD	CORPUS CHRISTI	TX	78408
299	EM	DANKA CORPORATION	4814 GREENWOOD DR	CORPUS CHRISTI	TX	78416
300	51	DANKA CORPORATION	4841 LEOPARD (REAR)	CORPUS CHRISTI	TX	78408
301	6A	DANKA CORPORATION	10260 MILLER RD (sharp bob lees)	DALLAS	TX	75236
302	LRO	DANKA CORPORATION	205 S. LAMAR	EASTLAND	TX	76448
303	53	DANKA CORPORATION	2707 AIRPORT FREEWAY	FT. WORTH	TX	76111
304	TC3	DANKA CORPORATION	11898 KATY FREEWAY #180	HOUSTON	TX	77078
305	ES	DANKA CORPORATION	5120 WOODWAY #8002 & 8004	HOUSTON	TX	77056
306	X17	OMNIFAX/DANKA OFFICE IMAGING	2425 W. LOOP SOUTH	HOUSTON	TX	77040
307	52	DANKA CORPORATION	6976 PORTWEST DR #140 & 180	HOUSTON	TX	77024
308		DANKA OFFICE IMAGING	4800 REGENT BLVD, #200	IRVING	TX	75063
309		DANKA CORPORATION	8424 STERLING	IRVING	TX	75083
310	55	DANKA CORPORATION	4829 W ROYAL LANE	IRVING	TX	75038
311		DANKA OFFICE IMAGING	222 W COLINAS BLVD	IRVING	TX	75038
312	X16	OMNIFAX/DANKA OFFICE IMAGING	6012 CAMPUS CR DR #220	IRVING	TX	75063
313	ER	DANKA CORPORATION	4849 W ROYAL LANE	IRVING	TX	75063
314	87	DANKA CORPORATION	7727 QUAKER AVENUE	LUBBOCK	TX	79424
315	84M	DANKA CORPORATION	6 DESTA DRIVE	MIDLAND	TX	79705
316	LRO	DANKA CORPORATION	12001 E 120 W BLDG 2	ODESSA	TX	79765
317	LRO	DANKA CORPORATION	12001 E 120 W BLDG 1	ODESSA	TX	79765
318	84K	DANKA CORPORATION	6010 HWY 181 STE	ODESSA	TX	79762
319	83	DANKA CORPORATION	933 E NAKOMA DR	SAN ANTONIO	TX	78216
320	ED	DANKA OFFICE IMAGING	4200 TEXOMA PARKWAY	SHERMAN	TX	75090
321		DANKA CORPORATION	2707 S. 37TH STREET	TEMPLE	TX	76504
322	EJ	DANKA CORPORATION	815 LAKE AIR DR	WACO	TX	76710
323	54	DANKA CORPORATION	1118 CENTRAL FREEWAY	WICHITA FALLS	TX	76448
324		DANKA CORPORATION	2817 KELL BLVD 8513 & 522	WICHITA FALLS	TX	76308
325	QI-334	DANKA OFFICE IMAGING	50 S MAIN STREET	SALT LAKE CITY	UT	84114
326	JZ	DANKA CORPORATION	4036 S. 500 WEST #86	SALT LAKE CITY	UT	84123
327	QI-100	DANKA OFFICE IMAGING	1100 N. GLEBE RD	ARLINGTON	VA	22201
328	45A7	DANKA CORPORATION	514 VIRGINIA AVE	BLUEFIELD	VA	24805
329	5A	DANKA CORPORATION	850 GREENBRIER CIRCLE, #200	CHESAPEAKE	VA	23320
330	RH	DANKA CORPORATION	870 GREENBRIER CIRCLE, #200	CHESAPEAKE	VA	23320
331	RA	DANKA CORPORATION	3801 HWY 29 N	DANVILLE	VA	24540
332	RB	DANKA CORPORATION	8318 TIMBERLAKE RD	LYNCHBURG	VA	24502
333	6D/NX	DANKA CORPORATION	720 THIMBLE SHOALS #113	NEWPORT NEWS	VA	23806
334	YG	DANKA CORPORATION	5315 HENNEMAN DR	NORFOLK	VA	23519
335	GM	DANKA CORPORATION	3888-3879 DEEP ROCK ROAD	RICHMOND	VA	23233
336	RC	DANKA CORPORATION	129 THURSTON AVE NW	ROANOKE	VA	24012
337	RF	DANKA CORPORATION	788 BAKER LANE	WINCHESTER	VA	22603
338	X10	OMNIFAX/DANKA OFFICE IMAGING	1800 136TH PLACE NE	BELLEVUE	WA	98005
339	JR	DANKA CORPORATION	1735 CEDARDALE RD, #E-100	MT. VERNON	WA	98274
340	JM	DANKA CORPORATION	2260 152ND AVE NE	REDMOND	WA	98062

Danka US Locations
1888-1899

ITEM #	BR. #	BRANCH NAME	STREET	CITY	ST.	ZIP
341	JT	DANKA CORPORATION	9835 POPLARS AVE NW	SILVERDALE	WA	98383
342	JP	DANKA CORPORATION	728-730 PACIFIC AVE	TACOMA	WA	98402
343	X27	OMNIFAX/DANKA OFFICE IMAGING	250 N SUNNYSLOPES ROAD	BROOKFIELD	WI	53005
344	NEW	DANKA OFFICE IMAGING	2801 W BELTLINE HWY	MADISON	WI	53713
345	X28	OMNIFAX/DANKA OFFICE IMAGING	7835 W BLUEMOND RD	MILWAUKEE	WI	53216
346	OI-445	DANKA OFFICE IMAGING	20700 SWENSEN DRIVE	WAUKESHA	WI	53183
347	45	DANKA CORPORATION	1412 KANWAHA BLVD	CHARLESTON	WV	25312
348	64	DANKA CORPORATION	1420 KANWAHA BLVD	CHARLESTON	WV	25312
				TOTALS		
		O = Office; D = Demo Room;				
		S = Service; W = Warehouse;				
		CC = Call Center; P = Parts Room;				
		DI = Service Dispatch				

SCHEDULE V

Trade Names and Styles

<u>Subsidiary</u>	<u>Trade Names and Styles</u>
Danka Holding Company	Danka
American Business Credit Corporation	Danka
Ameritrend Corporation	Danka
Corporate Consulting Group, Inc.	Danka
D.I. Investment Management, Inc.	Danka
Danka Imaging Distribution, Inc.	Danka
Danka Management Company, Inc.	Danka
Danka Office Imaging Company	Danka Omnifax DEX Business Systems Danka Services International DSI EBS Danka EBS
Dynamic Business Systems, Inc.	Danka
Herman Enterprises, Inc. of South Florida	Danka Herman Enterprises, Inc.
KIS Imaging Services, Inc.	Danka
Quality Business, Inc.	Danka
Ryan Funding Company	Danka

SCHEDULE VI

List of General Intangibles

1. Trademark Registrations, Trademark Applications and Servicemarks.

Please see attached.

2. Patents Registrations and Patent Applications.

None.

3. Copyright Registrations.

None.

4. Licenses.

None.

Schedule 6 (VII)

TRADEMARKS AND SERVICE MARKS
OF
DANKA COMPANIES

MARK	OWNER	TM/SM	REG. NO./ SER. NO.	FILING DATE	REGISTRATION DATE	INT'L. CLASSES)	NEXT REQ'D FILING
United States							
DANKA	DHC	TM	75/277191	4/18/97		9	1/14/99
DANKA	DHC	SM	2,040,762	5/3/96	2/25/97	35, 37, 38, and 42	1/12/96/02 and 2/25/03
DANKA	DHC	SM	1,556,276	12/5/88	9/12/89	42	9/12/09
DANKA (and design)	DHC	SM	75/311067	6/17/97		35, 37, 38, 41, and 42	
DANKA ONE SOURCE ... A WORLD OF SOLUTIONS	DHC	SM	75/405527	12/1/97		35, 40, and 42	
DANKA SERVICES INTERNATIONAL	DHC	SM					
DANKA WORLD-CLASS PRODUCTS, WORLD-CLASS SERVICE (stylized and in color)	DHC	SM	2,056,306	10/25/95	4/22/97	35, 37, 38, and 42	1/12/96/02 and 4/22/03
dex (stylized)	DHC	TM	991,889	8/30/73	8/27/74	9	8/27/04
OS MINIMYTE	DHC	TM	1,918,760	12/13/93	9/12/95	9	1/13/00 and 9/12/01
MAKE A WORLD OF DIFFERENCE	DHC	SM	1,932,564	12/20/93	11/7/95	35, 37, 38, and 42	1/18/00 and 11/7/01
OMNIBOARD	DHC	TM	2,180,396	6/13/97	8/11/98	9	1/12/03 and 8/11/04
OMNIRAY	DHC	TM	1,148,802	8/27/79	3/24/81	9	3/24/01
OMNIFLEX	DHC	TM	75/304186	6/5/97		9	1/14/99
ONE COMPANY, ONE WORLD, NO LIMITS.	DHC	SM	75/358534	9/17/97		35, 37, 38, 41, and 42	1/21/99

SOME THINGS JUST CANT BE DUPLICATED	DHC	SM	1,875,563	3/22/93	1/24/95	37 and 42	6/1/25 and 1/24
T (and design)	DHC	TM	893,183	4/8/68	6/23/70	9	6/23/0
TELAUTOGRAPH	DHC	TM	1,239,208	11/24/80	5/24/83	9	5/24/0
TELEPEN	DHC	TM	987,748	6/13/73	7/9/74	9	7/9/0
Florida							
MAKE A WORLD OF DIFFERENCE	DHC	SM	793898001508	12/20/93	12/20/93	37 and 42	12/20/0
MASTERSFAX	DHC	TM	793000001512	12/22/93	12/22/93	9	12/22/0
SOME THINGS JUST CANT BE DUPLICATED	DHC	SM	716098	7/17/92	7/17/92	35	7/17/0

TRADEMARK
REEL: 1821 FRAME: 0387

OCT. 16. 1998

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BANKH LEGAL DEPT.

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DEX (stylized)	DHC	TM	TMA209,986	1/13/75	10/10/75	N/A	10/3/05
OMNIFAX	DHC	TM	TMA281,563	1/29/82	7/22/83	N/A	7/22/13
TELAUTOGRAPH	DHC	TM	UCA48246	12/5/53	12/5/53	N/A	12/5/98



EXHIBIT A

SECURITY AGREEMENT SUPPLEMENT

THIS SECURITY AGREEMENT SUPPLEMENT (this " Supplement"), dated as of _____, 199____ is made by and between _____, _____ (the "Grantor"), and **NATIONSBANK, NATIONAL ASSOCIATION**, a national banking association organized and existing under the laws of the United States, as Agent (the "Agent") for each of the financial institutions (the "Lenders") now or hereafter party to the Credit Agreement dated as of December 5, 1998 among such Lenders, the Agent and Danka Business Systems PLC, Dankalux Sarl & Co. SCA and the Grantors (as from time to time amended, revised, modified, supplemented or amended and restated, the "Credit Agreement"). All capitalized terms used but not otherwise defined herein shall have the respective meanings assigned thereto in the Security Agreement (as defined below).

WHEREAS, pursuant to the terms of that certain Security Agreement dated as of October __, 1998 by and among the Grantors and the Agent (the "Security Agreement"), the Grantor is required to deliver a Security Agreement or other documentation of such Grantor to the Agent for the benefit of the Lenders sufficient to grant a security interest in all of the personal property and assets of such Grantor to the Agent for the benefit of the Lenders; and

WHEREAS, the Grantor is required under the terms of the Security Agreement to cause all of its personal property and assets whether now existing or hereafter acquired or arising or where ever located, including without limitation all personal property and assets described in Section 1 of that certain Security Agreement dated September 30, 1998 by and among Gerald Stevens, Inc., the Guarantors and the Agent (the "Security Agreement") (the "Additional Collateral") to become subject to the Security Agreement, as if the Grantor were a party thereto; and

WHEREAS, a material part of the consideration given in connection with and as an inducement to the execution and delivery of the Waiver Letter Agreement and the making of Advances after the date of the Security Agreement by the Secured Parties was the obligation of the Grantor to grant to the Agent for the benefit of the Lenders a first priority security interest in and to the Additional Collateral; and

WHEREAS, the Secured Parties have required the Grantor to grant to the Agent for the benefit of the Lenders a first priority security interest in and to all of the Additional Collateral in accordance with the terms of the Credit Agreement and the Security Agreement;

NOW, THEREFORE, the Grantor hereby agrees as follows with the Agent, for the benefit of the Lenders:

1. As collateral security for the payment, performance and satisfaction of the Secured Obligations, the Grantor hereby affirms, grants, pledges and assigns to the Agent for the benefit of the Lenders, and grants to the Agent for the benefit of the Lenders a first priority lien and security interest in and to, the Additional Collateral.

2. The Grantor, by execution of this supplement, hereby (a) agrees to become a party to the Security Agreement, (b) agrees to all of the terms contained therein, (c) makes all of the representations and warranties contained therein, and (d) undertakes to perform all covenants and obligations contained therein. The Grantor further acknowledges, agrees and confirms that, by its execution of this Supplement, the Additional Collateral constitutes "Collateral" under and is subject to the Security Agreement. Each of the representations and warranties with respect to Collateral contained in the Security Agreement is hereby made by the Grantor with respect to the Additional Collateral. Supplements to Schedules I, II, III, IV, V and VI to the Security Agreement reflecting the Additional Collateral, together with any additional documentation required to be delivered to the Agent pursuant to the Security Agreement, have been delivered herewith to the Agent.

IN WITNESS WHEREOF, the Grantor has caused this Supplement to be duly executed by its authorized officer as of the day and year first above written.

[NAME OF GRANTOR]

By: _____
Name: _____
Title: _____

Acknowledged and accepted:

NATIONSBANK, NATIONAL ASSOCIATION,
as Agent for the Lenders

By: _____
Name: _____
Title: _____