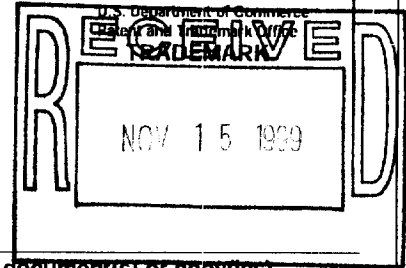


11-19-1999



101203421

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY



MAD 1/15/99

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
Execution Date
Month Day Year

Name
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/AKA/TA

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.)

11/18/1999 DNGUYEN 00000169 75544054

FOR OFFICE USE ONLY

01 FC:401 40.00 DP
02 FC:402 25.00 DP

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: 001990 FRAME: 0400

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

Joseph D. Bolton, Esq.

Address (line 1)

Shutts & Bowen LLP

Address (line 2)

201 South Biscayne Boulevard

Address (line 3)

1500 Miami Center

Address (line 4)

Miami, Florida 33131

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)

75/544,054		

2,252,354		

Number of Properties

Enter the total number of properties involved.

#

2

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

65.00

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.

JOSEPH D. BOLTON

Name of Person Signing

Signature

11/5/99

Date Signed

SECURITY AGREEMENT
(Trademarks)

THIS SECURITY AGREEMENT (this "Agreement") is made and entered into as of November 5, 1999 by WALKABOUT COMPUTERS, INC., a Florida corporation (hereinafter to as the "Assignor"), whose address is 2655 North Ocean Drive, Suite 510, Singer Island, Florida 33404, in favor of FIRST UNION NATIONAL BANK, a national banking association, with an address at 4299 N.W. 36th Street, Miami Springs, Florida 33166 (hereinafter referred to as the "Bank").

WHEREAS, Assignor owns one Trademark and one Trademark Application (collectively, the "Trademarks") on file with the Commissioner of Patents and Trademarks (the "Trademarks"), as follows:

TRADEMARK REGISTRATION

<u>Trademark</u>	<u>Number</u>	<u>Registration Date</u>
WalkAbout and Design	2,252,354	June 15, 1999

TRADEMARK APPLICATION

<u>Trademark</u>	<u>Number</u>	<u>Application Date</u>
Hammerhead	75/544054	August 28, 1998;

and

WHEREAS, Company has executed and delivered to Bank the following promissory notes of even date herewith (collectively, the "Notes"):

- (i) \$17,000,000.00 Renewal Term Promissory Note; and
- (ii) \$3,000,000.00 Revolving Promissory Note; and

WHEREAS, it was a precondition to Bank's accepting the Notes that Assignor grant a security interest in and to the Trademarks.

NOW THEREFORE, the Assignor hereby grants to the Bank a security interest in all right, title and interest of Assignor in the Trademarks of Company, and proceeds therefrom; all said property being hereafter collectively called the "Collateral".

1. The above described Collateral is given to the Bank to secure:

(a) The payment by Company to Bank of the Notes executed and delivered by Company to the Bank and all extensions, modifications and renewals thereof together with all obligations of Company under the terms of that certain Revolving Credit, Term Loan and

Security Agreement of even date herewith executed by Company in favor of Bank` (the "Loan Agreement") (hereinafter, such obligations of Company under the Notes and Loan Agreement are referred to as the "Obligations"); and

(b) The prompt and faithful discharge and performance of each agreement herein contained on the part of the Assignor to be performed hereunder and the repayment of any sums expended or advanced by the Bank for the maintenance or preservation of the Collateral or in enforcing the rights of the Bank hereunder, including reasonable attorney's fees and costs of collection.

2. The Assignor represents and warrants that:

(a) The Assignor has the right to make and enter into this Agreement;

(b) Except for the security interest granted hereby the Assignor is the owner of the Collateral free from any adverse lien, security interest, or encumbrance; and the Assignor will defend the Collateral against all claims and demands of all persons at any time claiming any interest therein.

3. No financing statement covering any Collateral or any proceeds thereof is on file in any public office; the Assignor authorizes the Bank to file a copy of this Agreement with the Commissioner of Patents and Trademarks and financial statements, in jurisdictions where this authorization will be given effect, and from time to time at the request of the Bank, the Assignor shall execute one or more financing statement and such other documents (and pay the cost of filing or recording the same in all public offices deemed necessary or desirable by the Bank) and do such other acts and things, all as the Bank requests to establish and maintain a valid interest in the Collateral (free of all other liens and claims whatsoever) to secure the payment of the Obligations, including, without limitation, deposit with the Bank any certificates issuable with respect to any of the Collateral evidencing notation thereon of the security interest hereunder, and the Assignor hereby appoints the Bank as the Assignor's agent and attorney in fact, irrevocably, to do all acts and things which the Bank deems necessary to perfect and continue perfected the security interest created by this Security Agreement and to protect the Collateral.

4. The Assignor will not (a) permit any liens or security interests (other than the Bank's security interest) to attach to any of the Collateral; (b) permit any of the Collateral to be levied upon under legal process; (c) sell, transfer, or, otherwise dispose of any of the Collateral or any interest therein, or offer so to do, without the prior written consent of the Bank; (d) permit anything to be done that may impair the value of any of the Collateral or any interest therein, or of any security intended to be afforded by this Agreement.

5. At its option, the Bank may discharge taxes, liens or security interests or other encumbrances at any time levied or placed on the Collateral, and may pay for the maintenance and preservation of the Collateral. The Assignor agrees to reimburse the Bank on demand for any payment made, or any expense incurred, by the Bank, pursuant to the foregoing authorization.

6. A default shall be deemed to have occurred under this Agreement upon the happening of any of the following events or conditions: (a) failure by Company to pay when due any of the Obligations (or any installment thereof or interest thereon), or default by Company in the performance of any other covenant contained in the Notes or Loan Agreement, or (b) failure by Assignor to comply with its obligations contained in this Agreement; or (c) sale, or encumbrance to or of any of the Collateral, or the making of any levy, seizure, or attachment thereof or thereon; or (c) appointment of a receiver for the Collateral or any part thereof.

7. Upon the occurrence of any such default (or at any time thereafter) which is not cured after ten (10) days written notice, the Bank may, at its option, declare the Obligations immediately due and payable, without further demand or notice of any kind and the same thereupon shall immediately become and be due and payable, and the Bank shall have and may exercise from time to time any and all rights and remedies of a secured party under the Uniform Commercial Code and any and all rights and remedies available to it under any other applicable state and federal law, including the right to sell the Collateral, and the Assignor shall promptly pay all costs of the Bank in enforcement of the rights hereunder. Any notice of sale, disposition or other intended action by the Bank, sent to the Assignor at the address of the Assignor specified above or at any other address shown on the records of the Bank, at least ten days prior to such action, shall constitute reasonable notice to the Assignor. Expenses of retaking, holding, preparing for sale, selling or the like, shall include but not be limited to the Bank's reasonable attorney's fees, and in the event that litigation becomes necessary to collect the amount of any obligation arising between the parties, it is agreed that the Bank shall be entitled to attorney's fees, including attorney's fees incurred by Bank in the event of appeal to any appellate court.

Any excess or surplus of proceeds of any disposition of any of the Collateral may be applied by the Bank toward payment of the Obligations in such order of application as the Bank may from time to time elect.

8. Upon demand of any party hereto, whether made before or after institution of any judicial proceeding, any dispute, claim or controversy arising out of, connected with or relating to this Agreement ("Disputes") between or among parties to this Agreement, shall be resolved by binding arbitration as provided herein. Institution of a judicial proceeding by a party does not waive the right of that party to demand arbitration hereunder. Disputes may include, without limitation, tort claims, counterclaims, disputes as to whether a matter is subject to arbitration, claims brought as class actions or claims arising out of or connected with the transaction reflected by this Agreement.

Arbitration shall be conducted under and governed by the Commercial Financial Disputes Arbitration Rules (the "Arbitration Rules") of the American Arbitration Association (the "AAA") and Title 9 of the U.S. Code. All arbitration hearings shall be conducted in Broward County, Florida. The expedited procedures set forth in Rule 51 et seq. of the Arbitration Rules shall be applicable to claims of less than \$1,000,000. All applicable statutes of limitation shall apply to any Dispute. A judgment upon the award may be entered in any court having jurisdiction. The panel from which all arbitrators are selected shall be comprised of licensed attorneys. The single arbitrator selected for expedited procedure shall be a retired judge from the highest court of general jurisdiction, state or federal, of the state where the hearing will be

conducted or if such person is not available to serve, the single arbitrator may be a licensed attorney. Notwithstanding the foregoing, this arbitration provision does not apply to disputes under or related to swap agreements.

9. Notwithstanding the preceding binding arbitration provisions, Bank and Assignor agree to preserve, without diminution, certain remedies that any party hereto may employ or exercise freely, independently or in connection with an arbitration proceeding or after an arbitration action is brought. Bank and Assignor shall have the right to proceed in any court of proper jurisdiction or by self-help to exercise or prosecute the following remedies, as applicable: (i) all rights to foreclose against any personal property or other security by exercising a power of sale granted herein in the Loan Agreement or under applicable law or by judicial foreclosure and sale, including a proceeding to confirm the sale; (ii) all rights of self-help including peaceful occupation of real property and collection of rents, set-off, and peaceful possession of personal property; and (iii) obtaining provisional or ancillary remedies including injunctive relief, sequestration, garnishment, attachment, appointment of receiver and filing an involuntary bankruptcy proceeding. Preservation of these remedies does not limit the power of an arbitrator to grant similar remedies that may be requested by a party in a Dispute.

Assignor and Bank agree that they shall not have a remedy of punitive or exemplary damages against the other in any Dispute and hereby waive any right or claim to punitive or exemplary damages they have now or which may arise in the future in connection with any Dispute whether the Disputes is resolved by arbitration or judicially.

10. The existence of this Agreement and the right of the Bank to enforce it upon a default shall not be deemed to impair or limit the right and option of the Bank to proceed to take legal action against Company to collect the Obligations,, and the option to take action to enforce this Agreement and liquidate the Collateral while simultaneously proceeding as against Company, and the option to obtain collection from Company of any deficiency arising after liquidation of the Collateral, all in the sole discretion of Bank.

11. No waiver by the Bank of any default shall operate as a waiver of any other default or of the same default on a future occasion. No delay or omission on the part of the Bank in exercising any right or remedy shall operate as a waiver thereof, and no single or partial exercise by the Bank of any right or remedy shall preclude any other future exercise thereof or the exercise of any other right or remedy. Time is of the essence. The provisions of this Agreement are cumulative and in addition to the provisions of the Obligations secured by this Agreement. This Agreement shall become effective as of the date of this Agreement. All rights of the Bank hereunder shall inure to the benefit of its successors and assigns; and all liabilities of the Assignor shall bind the heirs, executors, administrators, successors and assigns of the Assignor.

12. This Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of the State of Florida and the federal laws of the United States of America.

13. All notices under this Agreement shall be sent by certified mail, return requested, or by telefax, or by hand delivery, or by courier, to the parties at the following addresses, and

shall be deemed to have been delivered 24 hours after deposit in U.S. mails, certified mail, return receipt requested, or upon actual delivery or telefax confirmed transmittal, to the following address:

Bank: First Union National Bank
4299 N.W. 36th Street, Suite 400
Miami Springs, Florida 33166
Attention: Portfolio Management

Assignor: Walkabout Computers, Inc.
2655 North Ocean Drive
Suite 510
Singer Island, Florida 33404

14. Assignor hereby agrees to execute and deliver documents as required by the Bank to perfect the security interest and to permit Bank to sell the Collateral.

15. Bank agrees to return the Collateral to Assignor after satisfaction in full of the Obligations of Company, provided no bankruptcy action is filed by or against the Assignor or Company. In the event Bank has elected to liquidate the Collateral, as provided for in this Agreement, the Bank will return any excess funds to Assignor only after the full satisfaction of the Obligations.

ASSIGNOR BY EXECUTION AND DELIVERY OF THIS AGREEMENT AND BANK BY ACCEPTANCE OF THIS AGREEMENT DOES HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY LITIGATION INVOLVING OR ARISING OUT OF THIS AGREEMENT.

IN WITNESS WHEREOF, this Agreement has been duly executed by the Assignor on the day and year first above written.

WALKABOUT COMPUTERS, INC.

By: Kevin R. McCarthy
Name: Kevin McCarthy
Title: Treasurer

SECURITY AGREEMENT
(Trademarks)

THIS SECURITY AGREEMENT (this "Agreement") is made and entered into as of November 5, 1999 by WALKABOUT COMPUTERS, INC., a Florida corporation (hereinafter to as the "Assignor"), whose address is 2655 North Ocean Drive, Suite 510, Singer Island, Florida 33404, in favor of FIRST UNION NATIONAL BANK, a national banking association, with an address at 4299 N.W. 36th Street, Miami Springs, Florida 33166 (hereinafter referred to as the "Bank").

WHEREAS, Assignor owns one Trademark and one Trademark Application (collectively, the "Trademarks") on file with the Commissioner of Patents and Trademarks (the "Trademarks"), as follows:

TRADEMARK REGISTRATION

<u>Trademark</u>	<u>Number</u>	<u>Registration Date</u>
WalkAbout and Design	2,252,354	June 15, 1999

TRADEMARK APPLICATION

<u>Trademark</u>	<u>Number</u>	<u>Application Date</u>
Hammerhead	75/544054	August 28, 1998;

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- (ii) \$3,000,000.00 Revolving Promissory Note; and

WHEREAS, it was a precondition to Bank's accepting the Notes that Assignor grant a security interest in and to the Trademarks.

NOW THEREFORE, the Assignor hereby grants to the Bank a security interest in all right, title and interest of Assignor in the Trademarks of Company, and proceeds therefrom; all said property being hereafter collectively called the "Collateral".

1. The above described Collateral is given to the Bank to secure:

(a) The payment by Company to Bank of the Notes executed and delivered by Company to the Bank and all extensions, modifications and renewals thereof together with all obligations of Company under the terms of that certain Revolving Credit, Term Loan and

Security Agreement of even date herewith executed by Company in favor of Bank (the "Loan Agreement") (hereinafter, such obligations of Company under the Notes and Loan Agreement are referred to as the "Obligations"); and

(b) The prompt and faithful discharge and performance of each agreement herein contained on the part of the Assignor to be performed hereunder and the repayment of any sums expended or advanced by the Bank for the maintenance or preservation of the Collateral or in enforcing the rights of the Bank hereunder, including reasonable attorney's fees and costs of collection.

2. The Assignor represents and warrants that:

(a) The Assignor has the right to make and enter into this Agreement;

(b) Except for the security interest granted hereby the Assignor is the owner of the Collateral free from any adverse lien, security interest, or encumbrance; and the Assignor will defend the Collateral against all claims and demands of all persons at any time claiming any interest therein.

3. No financing statement covering any Collateral or any proceeds thereof is on file in any public office; the Assignor authorizes the Bank to file a copy of this Agreement with the Commissioner of Patents and Trademarks and financial statements, in jurisdictions where this authorization will be given effect, and from time to time at the request of the Bank, the Assignor shall execute one or more financing statement and such other documents (and pay the cost of filing or recording the same in all public offices deemed necessary or desirable by the Bank) and do such other acts and things, all as the Bank requests to establish and maintain a valid interest in the Collateral (free of all other liens and claims whatsoever) to secure the payment of the Obligations, including, without limitation, deposit with the Bank any certificates issuable with respect to any of the Collateral evidencing notation thereon of the security interest hereunder, and the Assignor hereby appoints the Bank as the Assignor's agent and attorney in fact, irrevocably, to do all acts and things which the Bank deems necessary to perfect and continue perfected the security interest created by this Security Agreement and to protect the Collateral.

4. The Assignor will not (a) permit any liens or security interests (other than the Bank's security interest) to attach to any of the Collateral; (b) permit any of the Collateral to be levied upon under legal process; (c) sell, transfer, or, otherwise dispose of any of the Collateral or any interest therein, or offer so to do, without the prior written consent of the Bank; (d) permit anything to be done that may impair the value of any of the Collateral or any interest therein, or of any security intended to be afforded by this Agreement.

5. At its option, the Bank may discharge taxes, liens or security interests or other encumbrances at any time levied or placed on the Collateral, and may pay for the maintenance and preservation of the Collateral. The Assignor agrees to reimburse the Bank on demand for any payment made, or any expense incurred, by the Bank, pursuant to the foregoing authorization.

6. A default shall be deemed to have occurred under this Agreement upon the happening of any of the following events or conditions: (a) failure by Company to pay when due any of the Obligations (or any installment thereof or interest thereon), or default by Company in the performance of any other covenant contained in the Notes or Loan Agreement, or (b) failure by Assignor to comply with its obligations contained in this Agreement; or (c) sale, or encumbrance to or of any of the Collateral, or the making of any levy, seizure, or attachment thereof or thereon; or (c) appointment of a receiver for the Collateral or any part thereof.

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8. Upon demand of any party hereto, whether made before or after institution of any judicial proceeding, any dispute, claim or controversy arising out of, connected with or relating to this Agreement ("Disputes") between or among parties to this Agreement, shall be resolved by binding arbitration as provided herein. Institution of a judicial proceeding by a party does not waive the right of that party to demand arbitration hereunder. Disputes may include, without limitation, tort claims, counterclaims, disputes as to whether a matter is subject to arbitration, claims brought as class actions or claims arising out of or connected with the transaction reflected by this Agreement.

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conducted or if such person is not available to serve, the single arbitrator may be a licensed attorney. Notwithstanding the foregoing, this arbitration provision does not apply to disputes under or related to swap agreements.

9. Notwithstanding the preceding binding arbitration provisions, Bank and Assignor agree to preserve, without diminution, certain remedies that any party hereto may employ or exercise freely, independently or in connection with an arbitration proceeding or after an arbitration action is brought. Bank and Assignor shall have the right to proceed in any court of proper jurisdiction or by self-help to exercise or prosecute the following remedies, as applicable: (i) all rights to foreclose against any personal property or other security by exercising a power of sale granted herein in the Loan Agreement or under applicable law or by judicial foreclosure and sale, including a proceeding to confirm the sale; (ii) all rights of self-help including peaceful occupation of real property and collection of rents, set-off, and peaceful possession of personal property; and (iii) obtaining provisional or ancillary remedies including injunctive relief, sequestration, garnishment, attachment, appointment of receiver and filing an involuntary bankruptcy proceeding. Preservation of these remedies does not limit the power of an arbitrator to grant similar remedies that may be requested by a party in a Dispute.

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12. This Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of the State of Florida and the federal laws of the United States of America.

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Attention: Portfolio Management

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2655 North Ocean Drive
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Singer Island, Florida 33404

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ASSIGNOR BY EXECUTION AND DELIVERY OF THIS AGREEMENT AND BANK BY ACCEPTANCE OF THIS AGREEMENT DOES HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY LITIGATION INVOLVING OR ARISING OUT OF THIS AGREEMENT.

IN WITNESS WHEREOF, this Agreement has been duly executed by the Assignor on the day and year first above written.

WALKABOUT COMPUTERS, INC.

By: Kevin R. McCarthy
Name: Kevin McCarthy
Title: Treasurer