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02-07-2000



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TRADEMARKS ONLY

TRADEMARK

JAN 10 2000

EET

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

Merger Change of Name

Other

Effective Date
Month Day Year

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/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.)

02/04/2000 DNGUYEN 00000308 75221093

FOR OFFICE USE ONLY

01 FC:481
02 FC:482

40.00 OP
625.00 OP

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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: 002017 FRAME: 0370

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" value="75221093"/>	<input type="text" value="75619577"/>	<input type="text"/>	<input type="text" value="1158548"/>	<input type="text" value="2054161"/>	<input type="text" value="2144050"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1915737"/>	<input type="text" value="1915717"/>	<input type="text" value="1961618"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2127213"/>	<input type="text" value="1581182"/>	<input type="text" value="1478126"/>

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:

#

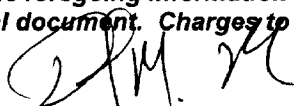
Authorization to charge additional fees:

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.

David M. Klein



1/4/00

Name of Person Signing

Signature

Date Signed

**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
10281999

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 Corporation Association Other

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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="2068674"/>	<input type="text" value="1398927"/>	<input type="text" value="1250073"/>
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<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*IP Security Agreement*") dated October 28, 1999, is made by the Persons listed on the signature pages hereof (collectively, the "*Grantors*") in favor of Citibank, N.A., as collateral agent (the "*Collateral Agent*") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Microage Technology Services, L.L.C., a Delaware corporation, and Pinacor, Inc., a Delaware corporation, together with MicroAge, Inc., a Delaware corporation, have entered into a Credit Agreement dated as of October 28, 1999 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), with Citibank, N.A., as Administrative Agent and Collateral Agent, IBM Credit Corporation, as Documentation Agent, The CIT Group/Business Credit, Inc., as Syndication Agent, and the Lender Parties party thereto. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the making of Advances and the issuance of Letters of Credit by the Lender Parties under the Credit Agreement and the entry into Secured Hedge Agreements by the Hedge Banks from time to time, each Grantor has executed and delivered that certain Security Agreement made by the Grantors to the Collateral Agent dated October 28, 1999 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Security Agreement*").

WHEREAS, under the terms of the Security Agreement, Grantors have granted a security interest in, among other property, certain intellectual property of the Grantors to the Collateral Agent for the ratable benefit of the Secured Parties, and have agreed as a condition thereof to execute this IP Security Agreement covering such intellectual property for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in and to all of such Grantor's right, title and interest in and to the following (the "*Collateral*"):

- (i) The United States, international, and foreign patents, patent applications and patent licenses set forth in Schedule A hereto (as such Schedule A may be supplemented from time to time by supplements to the Security Agreement and this IP Security Agreement, each such supplement being in substantially the form of Exhibit G to the Security Agreement (an "*IP Security Agreement Supplement*"), executed and delivered by such Grantor to the Collateral Agent from time to time), together with all reissues, divisions,

continuations, continuations-in-part, extensions and reexaminations thereof, and all rights therein provided by international treaties or conventions (the "**Patents**");

(ii) The United States and foreign trademark and service mark registrations, applications, and licenses set forth in Schedule B hereto (as such Schedule B may be supplemented from time to time by IP Security Agreement Supplements executed and delivered by such Grantor to the Collateral Agent from time to time), (the "**Trademarks**");

(iii) The copyrights, United States and foreign copyright registrations and applications and copyright licenses set forth in Schedule C hereto (as such Schedule C may be supplemented from time to time by IP Security Agreement Supplements executed and delivered by such Grantor to the Collateral Agent from time to time) (the "**Copyrights**");

(iv) any and all claims for damages for past, present and future infringement, misappropriation or breach with respect to the Patents, Trademarks and Copyrights, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

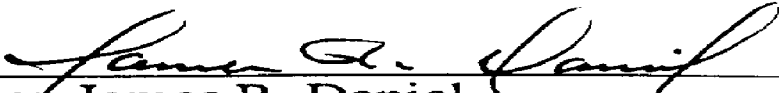
(v) any and all proceeds of the foregoing.

SECTION 2. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 3. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 4. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

MICROAGE ADMINISTRATION, INC.

By 
Name: James R. Daniel
Title: Treasurer

Address for Notices:

2400 South MicroAge Way, MS #8
Tempe, AZ 85282-1896

MICROAGE COMPUTER CENTERS, INC.

By 
Name: James R. Daniel
Title: Treasurer

Address for Notices:

2400 South MicroAge Way, MS #8
Tempe, AZ 85282-1896

MICROAGE DEUTSCHLAND GMBH

By 
Name: James R. Daniel
Title: Treasurer

Address for Notices:

2400 South MicroAge Way, MS #8
Tempe, AZ 85282-1896


PINACOR, INC.

By 
Name: James R. Daniel
Title: Treasurer

Address for Notices:

2400 South MicroAge Way, MS #8
Tempe, AZ 85282-1896


PINACOR LOGISTICS SERVICES, INC.

By 
Name: James R. Daniel
Title: Treasurer

Address for Notices:

2400 South MicroAge Way, MS #8
Tempe, AZ 85282-1896

PRI TECH SOLUTIONS, INC.

By 
Name: James R. Daniel
Title: Treasurer

Address for Notices:

2400 South MicroAge Way, MS #8
Tempe, AZ 85282-1896

**Schedule B to the
Intellectual Property Security Agreement**

TRADEMARKS

See Exhibit A attached

MICROAGE COMPUTER CENTERS, MICROAGE COMPUTER CENTERS,	BRINGING INFORMATION TECH USA NOLOGY TO YOUR DOORSTEP 42	5/29/79 217491	6/23/81 1158548	2423 MIF/DLK accessories.	6/23/01 EXP
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goods Retail store services in the field of computers and computer

DocId: 31751118

Para

OWJCT

MICROAGE
MICROAGE COMPUTER CENTERS,

CYBERTECH TIMES

USA
42

9/13/95
74/731922

4/22/97
2,054,161

9491
MIF/DLK

4/22/03
4/22/07

8&15
EXP

goods computer services, namely, providing on-line newsletters and magazines in the field of information and computer technologies, products and services.

MICROAGE
PINACOR, INC.

EC ADVANTAGE

USA
09

7/30/96
75/142099

3/17/98
2144050

11201
MIF/DLK

3/17/04
3/17/08

8&15
EXP

goods Computer software programs comprising a system for electronic ordering of computer products

Owner

Trademark

MICROAGE COMPUTER CENTERS,	HELPING YOU WORK FASTER, BETTER, CHEAPER	USA 42	9/8/94 74/571245	8/29/95 1915737	8063 MIF/DLK	8/29/01 8/29/05	8&15 EXP
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goods Consulting services in the field of computers, information systems, computer networks and computer programming services

MICROAGE
 PINACOR, INC.

INFOTOUR

USA
 41

1/3/97
 75/221093

10270
 MIF/DLK

1/20/00
 STAT

goods Conducting conferences, training seminars, tradeshows and workshops relating to computer products and computer programs

MICROAGE
 MICROAGE COMPUTER CENTERS,

LINKED CIRCLE DESIGN

USA
 42

8/24/94
 74/564969

8/29/95
 1915717

8/29/01
 8/29/05

8054
 MIF/DLK

8&15
 EXP

goods Consulting services in the field of computers, information systems, computer networks and computer programming services, and distribution and support services in the field of computers, information systems, computer networks and related accessories

MICROAGE
 MICROAGE COMPUTER CENTERS,

M (STYLIZED)

USA
 35 41 42

11/2/94
 74/594025

3/12/96
 1961618

3/12/02
 3/12/06

8567
 MIF/DLK

8&15
 EXP

goods Franchising services, namely offering technical assistance in the establishment and/or operation of retail store distributorship services in the field of microcomputer systems in Class 35.
 Class 41- see file for full listing
 Class 42- see file for fulllisting

OWTCT

M (STYLIZED)

USA
9

1/2/97
75/220715
1/6/98
2127213

MICROAGE
MICROAGE COMPUTER CENTERS,

30182
MIF/DLK

1/6/04
1/6/08
8&15
EXP

GOODS Computers and computer related accessories, namely, computer monitors, input/output boards, video graphics cards, hard disk drives and optical storage devices for high capacity, high speed storage of electronic data and information and graphic images which can be accessed by a personal computer.

MICROAGE
MICROAGE COMPUTER CENTERS,

USA
09
3/27/89
789008
2/6/90
1581182

2/6/00
11/1/99
EXP
STAT

2994
MIF/DLK

GOODS Computer accessories, namely printer stands, printer cables, printer ribbons, anti-static pads, dust covers, display glare screens, surge protectors, cleaning kits comprising cleaning fluid and a head cleaning diskette, computer mouse, mousepads, diskette storage files.

MICROAGE
MICROAGE COMPUTER CENTERS,

USA
42
7/17/87
672673
2/23/88
1478126

2/23/08
EXP

1927
MIF/DLK

GOODS Retail store and distributorship services in the field of microcomputer systems, software and related accessories

MICROAGE
MICROAGE COMPUTER CENTERS,

USA
42
4/30/79
213571
9/22/81
1170656

9/22/01
EXP

2426
MIF/DLK

GOODS Retail stores and distributorship services in the field of small computer systems and accessories.

7/14/02 EXP

7/14/92
1700979

2/11/91
74138151

USA
42

MICROAGE COMPUTER CENTERS

MICROAGE COMPUTER CENTERS,
MICROAGE COMPUTER CENTERS,

4343
MIF/DLK

goods Retail store and distributorship services in the field of computer systems, software and related accessories.

goods Retail store and distributorship services in the field of computer

8/23/03 EXP*

8/23/83
1249420

4/9/82
358976

USA
42

MICROAGE COMPUTER STORE
'THE SOLUTION STORE'

MICROAGE COMPUTER CENTERS,
MICROAGE COMPUTER CENTERS,

1869
MIF/DLK

accessories

goods Retail store services in the field of small computer systems and

7/21/04 8&15

7/21/98
2174276

8/20/96
75/153446

USA
42

MICROAGE OEM SOLUTIONS

MICROAGE COMPUTER CENTERS,
MICROAGE COMPUTER CENTERS,

11341
MIF/DLK

goods Sale and configuration of computer components

OWMIC
 MICROAGE
 MICROAGE COMPUTER CENTERS,
 MICROAGE POKERDISC
 USA 09
 11/13/95 10/22/96 10/22/02 8&15
 75/017793 2010126 10/22/06 EXP

goods Computer software disc consisting of a prerecorded catalog in the field of retail computers

MICROAGE
 MICROAGE COMPUTER CENTERS,
 MICROAGE PREFERRED AND
 DESIGN
 USA 42
 11/10/94 12/5/95 12/5/01 8&15
 74/597268 1939672 12/5/05 EXP

goods Promoting the sale of microcomputer systems, software and related accessories through the administration of incentive award programs

MICROAGE
 MICROAGE COMPUTER CENTERS,
 MICROAGE: THE DIFFERENCES
 ARE REAL
 USA 42
 6/16/93 3/1/94 3/1/00 8&15*
 74/403337 1824766 3/1/04 EXP

goods Retail store and distributorship services in the field of microcomputer systems, software and related accessories

MICROAGE
 MICROAGE COMPUTER CENTERS,
 MICROSOURCE
 USA 42
 5/21/79 2/16/82 2/16/02 EXP
 216642 1190263

goods Mail order services, namely, retail sales by mail order of prerecorded computer programs and computer manuals sold as a unit.

OWIIC
MICROAGE
MICROAGE COMPUTER CENTERS,

MICROSOURCE

USA
16

10/16/78
189283
5/5/81
1153108

2429
MIF/DLK

5/5/01
EXP

goods prerecorded computer programs and computer program manuals, sold as a unit.

TRADEMARK
REEL: 002017 FRAME: 0385

Owner

MICROAGE COMPUTER CENTERS,
 PC HELP 1
 USA 42
 1/12/99
 75/619577
 1/26/00
 45926
 MIF/DLK
 OFAC
 goods computer information services including technical assistance in the operation of computers and the establishment of computer networks

MICROAGE PINACOR, INC.
 POWERDISC
 USA 9
 11/13/95
 75/017748
 2068674
 6/10/97
 6/10/03
 6/10/07
 9790
 MIF/DLK
 8&15
 EXP
 goods computer software disc consisting of a prerecorded catalog in the field of retail computers.

Owner Trademark Para

MICROAGE COMPUTER CENTERS, SOLUTIONS 6/24/86 6/24/06 EXP
USA 35 10/23/85 564681 1398927 652 MIF/DLK
goods conferences and workshops relating to computer hardware and computer programs and the operation and management of retail computer stores

MICROAGE COMPUTER CENTERS, THE SOLUTION STORE 8/30/83 8/30/03 EXP
USA 42 4/9/82 358977 1250073 1867 MIF/DLK
goods Retail store services in the field of small computer systems and accessories

Owner

MICROAGE COMPUTER CENTERS, WHERE VISTON BECOMES REALITY AND DESIGN USA 35 4/30/84 477913 7/2/85 1346705 7/2/05 2438 MIF/DLK EXP

goods Franchising services in the nature of rendering technical assistance in the establishment and/or operation of retail computer stores.

MICROAGE COMPUTER CENTERS, WORK FLOW INTEGRATOR USA 42 2/21/97 75/245340 4/3/99 2239884 4/3/05 30841 MIF/DLK SEC 8 EXP

goods Retail services relating to integrating operating environments and business processes

MICROAGE PINACOR, INC. ZDATA USA 09 4/15/91 74/157393 5/26/92 1688836 5/26/02 4385 MIF/DLK EXP

goods Computer software for purchase order entry and inquiry regarding orders, invoices, product information, and accounts payable and for preparation of product catalogs