

M42
2/25/00

RECC

03-01-2000

TEET

OMB No. 0651-0011 (exp. 4/94)



Tab settings

To the Honorable Commissioner of Patents

101277835

Send original documents or copy thereof.

1. Name of conveying party(ies):

MICRO WAREHOUSE, INC.

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

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

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

Execution Date: January 31, 2000

2. Name and address of receiving party(ies)

Name: Credit Suisse First Boston,
as Collateral Agent

Internal Address: _____

Street Address: 11 Madison Avenue

City: New York State: NY ZIP: 10010

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

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

SEE ATTACHED SCHEDULE

Additional numbers attached? Yes No

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

Name: Federal Research Corp.

Internal Address: _____

Street Address: 400 Seventh St., N.W.

Suite 101

City: Washington State: DC ZIP: 20004

6. Total number of applications and registrations involved: 96

7. Total fee (37 CFR 3.41).....\$ 2455.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

01 FC:481
02 FC:482

40.00 OP
2375.00 OP

DO NOT USE THIS SPACE

9. 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.

Piero Giudice
Name of Person Signing

Piero Giudice
Signature

2/17/00

Total number of pages including cover sheet, attachments, and document: 62

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments TRADEMARK
Washington, D.C. 20231

REEL: 002024 FRAME: 0090

040009038
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02/29/2000
CHECK Refund Total: \$40.00

DOMESTIC TRADEMARKS HELD BY MICRO WAREHOUSE, INC. (unless otherwise noted)

Date of Report: 17DE1999

Docket No.	Ctry	Types	Status	Cur App Dt	Curr App No	Cur Reg D	Cur Reg No	Renewal	Expires
1-60	IL	REGISTERED	25JE1990	66884	03JL1990	66884	03JL2000	03JL2000	
Attorney:RJD Client/Division: MICW Owner: MICW Agent: Class & Type: NA T21									
Mark: USA FLEX (design) ¹ Goods:sale and distribution of computer hardware, peripherals									
1-62	IL	REGISTERED	14JA1985	55970	18JA1985	55970	18JA2005	18JA2005	
Attorney:RJD Client/Division: MICW Owner: MICW Agent: Class & Type: NA T50									
Mark: VERIFLEX ² Goods:magnetic media-diskettes, merchandise not otherwise									
1-46	USA	Z	REGISTERED	22JE1994	74/541,191	19AU1997	2,088,493	19AU2007	19AU2007
Attorney:RJD Client/Division: MICW Owner: MICW Agent: Class & Type: NA 42									
Mark: ACADEMIC WAREHOUSE Goods:MAIL-ORDER AND TELEPHONE ORDER SERVICES IN THE FIELD OF									
1-59	USA	REGISTERED	30JA1997	75/233,761	13OC1998	2,194,765	13OC2008	13OC2008	
Attorney:RJD Client/Division: MICW Owner: MICW Agent: Class & Type: NA 42									
Mark: ANGELA (design) Goods:sale of computer hardware, computer software, computer									
1-68	USA	REGISTERED	14DE1995	75/032,362	19AU1997	2,088,692	19AU2007	19AU2007	
Attorney:RJD Client/Division: MICW Owner: MICW Agent: Class & Type: NA 42									
Mark: AT ONCE ³ Goods:On-line retail store services featuring software									

¹ As federal registrations owned by Comark, Inc. still show such entity as registrant, it is likely that state registrations likewise indicate Comark as owner.
² As federal registrations owned by Comark, Inc. still show such entity as registrant, it is likely that state registrations likewise indicate Comark as owner.
³ The USPTO records reflect that Online Interactive, Inc. is the current owner

Docket No.	Ctry	Types	Status	Cur App Dt	Cur App No	Cur Reg D	Cur Reg No	Renewal	Expires
1-58	USA	Z	REGISTERED	27SE1996	75/172,908	15JE1999	2,252,309	15JE2009	15JE2009
Attorney:RJD Client/Division: MICW Owner: MICW Agent: Class & Type: NA 35 Mark: AUCTION WAREHOUSE Goods:INTERACTIVE SALES SERVICES VIA ELECTRONIC NETWORKS									
1-16	USA	Z	INACTIVE	14JE1991	74/176,215				
Attorney:RJD Client/Division: MICW Owner: MICW Agent: Class & Type: NA 35 Mark: AUTOREGISTER Goods:Business services; namely providing manufacturers of									
1-16	USA	Z	INACTIVE	14MR1994	74/499,976				
Attorney:RJD Client/Division: MICW Owner: MICW Agent: Class & Type: NA 35 Mark: AUTOREGISTER Goods:providing manufacturers of computer software with lists									
1-70	USA		FILED	08MY1998	75/481,828				
Attorney:RJD Client/Division: MICW Owner: MICW Agent: Class & Type: NA 35 Mark: BIDAGENT Goods:Price proposals and offers for auctions via an on-line									
1-72	USA	Z	FILED	26JA1999	75/626,446				
Attorney:RJD Client/Division: MICW Owner: MICW Agent: Class & Type: IN 35 Mark: BYNET Goods:Computerized on-line services in the field of general consumer products									
1-22	USA	Z	INACTIVE	29JA1993	74/353,584				
Attorney:RJD Client/Division: MICW Owner: MICW Agent: Class & Type: NA 42 Mark: CD-ROM SHOPPER Goods:Sale of computer products, including computer hardware									
1-19	USA		REGISTERED	18JL1996	75/135,851	02MR1999	2,227,003	02MR2009	02MR2009
Attorney:RJD Client/Division: MICW Owner: MICW Agent: Class & Type: NA 16 Mark: CD-ROM WAREHOUSE Goods:catalogs featuring computer hardware, software, peripherals									
1-19	USA	Z	INACTIVE	26JA1993	74/352,529				
Attorney:RJD Client/Division: MICW Owner: MICW Agent: Class & Type: NA 42 Mark: CD-ROM WAREHOUSE Goods:Sale of computer products including computer hardware									

Docket No.	Crty	Types	Status	Cur App Dt	Cur App No	Cur Reg D	Cur Reg No	Renewal	Expires	
1-19	USA	Z	INACTIVE	22FEB1994	74/492,645				12	
Attorney:RJD Client/Division: MICW Owner: MICW Agent: Class & Type: NA 9										
Mark: CD-ROM WAREHOUSE Goods:COMPUTERS AND COMPONENTS THERE OF, COMPUTER HARDWARE										
1-26	USA	Z	INACTIVE	21JEE1993	74/404343				13	
Attorney:RJD Client/Division: MICW Owner: MICW Agent: Class & Type: IN 42										
Mark: COMPUTER SUPPLIES SHOPPER Goods:Mail order and telephone order services in the field of										
1-25	USA	Z	INACTIVE	17JEE1993	74/402,581				14	
Attorney:RJD Client/Division: MICW Owner: MICW Agent: Class & Type: IN 42										
Mark: COMPUTER SUPPLIES WAREHOUSE Goods:Mail-order and telephone-order services in the field of										
1-74	USA		FILED	26JAI1999	75/626,443				15	
Attorney:RJD Client/Division: MICW Owner: MICW Agent: Class & Type: IN 35										
Mark: COMPUTERSBYNET Goods:Computerized on-line retail services in the field of general consumer products										
1-78	USA	Z	FILED	11AUI1999	75/773,121				16	
Attorney:GML Client/Division: MICW Owner: MICW Agent: Class & Type: IN 35										
Mark: CORPORATE ADVANTAGE @ WAREHOUSE.COM Goods:Retail sale of computer hardware, software, peripherals, accessories, supplies										
1-54	USA	Z	INACTIVE	01AUI1995	74/709,272				17	
Attorney:RJD Client/Division: MICW Owner: MICW Agent: Class & Type: NA 42										
Mark: DATA COMM EXPRESS Goods:mail order and telephone order services in the field of										
1-17	USA	Z	REGISTERED	03DEI1992	74/336,294		09SE1997	2,093,931	09SE2007 09SE2007	18
Attorney:RJD Client/Division: MICW Owner: MICW Agent: Class & Type: NA 42										
Mark: DATA COMM WAREHOUSE Goods:Sale of computer products, including computer hardware										
1-17	USA	Z	INACTIVE	23FEB1994	74/493,534				19	
Attorney:RJD Client/Division: MICW Owner: MICW Agent: Class & Type: NA 9										
Mark: DATA COMM WAREHOUSE Goods:COMPUTERS AND COMPONENTS THERE OF, COMPUTER HARDWARE										

Docket No.	Cur	Types	Status	Cur App Dt	Cur App No	Cur Reg D	Cur Reg No	Renewal	Expires
1-75	USA	FILED	26JA1999	75/626,445					
Attorney: RJD Client/Division: MICW Owner: MICW Agent: Class & Type: IN 35									
Mark: DEALSBYNET Goods: Computerized on-line retail services in the field of general consumer products									
1-30	USA	Z	INACTIVE	02SE1993	74/439,955				
Attorney: RJD Client/Division: MICW Owner: MICW Agent: Class & Type: NA 42									
Mark: DESKTOP PAPER WAREHOUSE Goods: MAIL-ORDER AND TELEPHONE-ORDER SERVICES IN THE FIELD OF									
1-64	USA	Z	REGISTERED	12JE1997	75/309,115	16MR1999	2,232,896	16MR2009	16MR2009
Attorney: RJD Client/Division: MICW Owner: MICW Agent: Class & Type: NA 16 IN00000									
Mark: DESKTOP PUBLISHERS WAREHOUSE Goods: CATALOGS FEATURING COMPUTER HR DWARE SOFTWARE, COMPUTER									
1-31	USA	Z	INACTIVE	02SE1993	74/439,956				
Attorney: RJD Client/Division: MICW Owner: MICW Agent: Class & Type: NA 42									
Mark: DESKTOP PUBLISHING WAREHOUSE Goods: MAIL-ORDER AND TELEPHONE-ORDER SERVICES IN THE FIELD OF									
1-80	USA	Z	FILED	05NO1999	75/841,903				
Attorney: RJD Client/Division: MICW Owner: MICW Agent: Class & Type: IN 35									
Mark: DESKTOP VIDEO WAREHOUSE Goods: Mail order, telephone order, and on-line ordering over computer information networks in the filed									
1-41	USA		REGISTERED	08FE1994	74/802,401	12AU1997	2,086,878	12AU2007	12AU2007
Attorney: RJD Client/Division: MICW Owner: MICW Agent: Class & Type: NA 42 IN00000									
Mark: DEVELOPERS WAREHOUSE Goods:									
1-41	USA	Z	INACTIVE	08FE1994	74/488,126				
Attorney: RJD Client/Division: MICW Owner: MICW Agent: Class & Type: NA 9 IN00000									
Mark: DEVELOPERS WAREHOUSE Goods: COMPUTERS AND COMPONENTS THERE OF, COMPUTER HARDWARE									
1-66	USA	Z	REGISTERED	14JL1997	75/323,475	20OC1998	2,197,709	20OC2008	20OC2008
Attorney: RJD Client/Division: MICW Owner: MICW Agent: Class & Type: NA 35									
Mark: DOWNLOAD WAREHOUSE Goods: Mail order, telephone order, and sales services over									

Docket No.	Ctry	Types	Status	Cur App Dt	Cur App No	Cur Reg D	Cur Reg No	Renewal	Expires
1-32	USA	Z	INACTIVE	02SE1993	74/439,953				
Attorney:RJD Client/Division: MICW Owner: MICW Agent: Class & Type: NA 42 <i>28</i> Mark: DTP WAREHOUSE Goods:MAIL-ORDER AND TELEPHONE-ORDER SERVICES IN THE FIELD OF									
1-52	USA	Z	INACTIVE	06MR1995	74/642,426				
Attorney:RJD Client/Division: MICW Owner: MICW Agent: Class & Type: NA 42 <i>29</i> Mark: HARDWARE EXPRESS Goods:MAIL-ORDER AND TELEPHONE ORDER SERVICES IN THE FIELD OF									
1-47	USA		REGISTERED	18JL1996	75/135,853	06JA1998	2,126,767	06JA2008	06JA2008
Attorney:RJD Client/Division: MICW Owner: MICW Agent: Class & Type: NA 16 <i>30</i> Mark: HOME COMPUTER WAREHOUSE Goods:catalogs featuring computer hardware, software,									
1-47	USA	Z	INACTIVE	22JE1994	74/541,573				
Attorney:RJD Client/Division: MICW Owner: MICW Agent: Class & Type: NA 42 <i>31</i> Mark: HOME COMPUTER WAREHOUSE Goods:MAIL-ORDER AND TELEPHONE ORDER SERVICES IN THE FIELD OF									
1-18	USA	D	INACTIVE	15DE1992	74/340127				
Attorney:RJD Client/Division: MICW Owner: MICW Agent: Class & Type: IN 42 <i>32</i> Mark: KERRY Goods:Sale of computer products, including computer hardware									
1-50	USA		REGISTERED	18JL1996	75/135,953	11AU1998	2,179,885	11AU2008	11AU2008
Attorney:RJD Client/Division: MICW Owner: MICW Agent: Class & Type: IN 16 <i>33</i> Mark: LANWAREHOUSE Goods:catalogs featuring computer hardware, software									
1-50	USA	Z	REGISTERED	17FE1995	74/635,310	04NO1997	2,110,231	04NO2007	04NO2007
Attorney:RJD Client/Division: MICW Owner: MICW Agent: Class & Type: IN 42 <i>34</i> Mark: LANWAREHOUSE Goods:MAIL-ORDER AND TELEPHONE ORDER SERVICES IN THE FIELD OF									
1-77	USA		FILED	11JE1999	75/727469				
Attorney:GML Client/Division: MICW Owner: MICW Agent: Class & Type: IN 35 <i>35</i> Mark: LINUX WAREHOUSE Goods:Mail order, telephone order, and sales services over computer information									

Docket No.	City	Type	Status	Cur App Dt	Cur App No	Cur Reg D	Cur Reg No	Renewal	Expires
1-28	USA	Z	INACTIVE	15JL1993	74/368,865				36
Attorney:RJD Client/Division: MICW Owner: MICW Agent: Class & Type: NA 42									
Mark: MAC SUPPLIES WAREHOUSE Goods:Mail order and telephone order services in the field of									
1-39	USA	Z	INACTIVE	07FE1994	74/486944				37
Attorney:RJD Client/Division: MICW Owner: MICW Agent: Class & Type: NA 42									
Mark: MACCKIDS Goods:MAIL-ORDER AND TELEPHONE-ORDER SERVICES IN THE FIELD OF									
1-21	USA		REGISTERED	10MY1990	74/057,752	16AP1991	1,641,665	16AP2001	16AP2001
Attorney:RJD Client/Division: MICW Owner: MICW Agent: Class & Type: NA 42									
Mark: MACSHOPPER Goods:Telephone order, mail order and retail store services for									
1-14	USA		REGISTERED	22SE1992	74/316,181	03JA1995	1,871,511	03JA2005	03JA2005
Attorney:RJD Client/Division: MICW Owner: MICW Agent: Class & Type: NA 35									
Mark: MACSHOPPER PLATINUM CLUB Goods:Buying club services in the field of computer hardware and									
1-51	USA		REGISTERED	18JL1996	75/135,952	26JA1999	2,219,892	26JA2009	26JA2009
Attorney:RJD Client/Division: MICW Owner: MICW Agent: Class & Type: NA 16									
Mark: MACSYSTEMS WAREHOUSE Goods:catalogs featuring computer hardware, software									
1-51	USA	Z	INACTIVE	06MR1995	74/643,084				41
Attorney:RJD Client/Division: MICW Owner: MICW Agent: Class & Type: NA 42									
Mark: MACSYSTEMS WAREHOUSE Goods:Mail-order and telephone-order services in the field of									
1-51	USA	Z	INACTIVE	13NO1995	75/018,613				42
Attorney:RJD Client/Division: MICW Owner: MICW Agent: Class & Type: NA 9									
Mark: MACSYSTEMS WAREHOUSE Goods:A full line of computers and components thereof, computer									
1-2	USA		REGISTERED	21NO1988	73/764,669	02OC1990	1,616,162	02OC2000	02OC2000
Attorney:RJD Client/Division: MICW Owner: MICW Agent: Class & Type: NA 42									
Mark: MACWAREHOUSE Goods:Telephone order, mail order and retail store services for									

Docket No.	Ctry	Types	Status	Cur App Dt	Curr App No	Cur Reg D	Cur Reg No	Renewal	Expires
1-2	USA	D	INACTIVE	29OCT1987	73/692,720				44
Attorney: RJD Client/Division: MICW Owner: MICW Agent: Class & Type: NA 42 Mark: MACWAREHOUSE Goods: Retail computer software and h									
1-2	CLASS 9	USA	REGISTERED	08FEB1993	74/356,528	23MY1995	1,894,844	23MY2005	23MY2005
Attorney: RJD Client/Division: MICW Owner: MICW Agent: Class & Type: NA 9 IN00000 Mark: MACWAREHOUSE Goods: Computer software for use in communications; data and file									
1-38	USA	Z	REGISTERED	10JAI1994	74/477,997	17DE1996	2,024,259	17DE2006	17DE2006
Attorney: RJD Client/Division: MICW Owner: MICW Agent: Class & Type: NA 42 Mark: MACWAREHOUSE KIDS Goods: MAIL-ORDER AND TELEPHONE-ORDER SERVICES IN THE FIELD OF									
1-29	USA	Z	INACTIVE	15JL1993	74/412,550				47
Attorney: RJD Client/Division: MICW Owner: MICW Agent: Class & Type: NA 42 Mark: MICRO SUPPLIES WAREHOUSE Goods: Mail order and telephone order services in the field of									
1-29	USA	Z	INACTIVE	23FEB1994	74/493,603				48
Attorney: RJD Client/Division: MICW Owner: MICW Agent: Class & Type: NA 9 Mark: MICRO SUPPLIES WAREHOUSE Goods: COMPUTERS AND COMPONENTS THERE OF, COMPUTER HARDWARE									
1-36	USA	Z	INACTIVE	12NO1993	74/457,611				49
Attorney: RJD Client/Division: MICW Owner: MICW Agent: Class & Type: NA 42 Mark: MICRO SYSTEMS WAREHOUSE Goods: MAIL-ORDER AND TELEPHONE-ORDER SERVICES IN THE FIELD OF									
1-27	USA	Z	INACTIVE	15JL1993	74/412,549				50
Attorney: RJD Client/Division: MICW Owner: MICW Agent: Class & Type: NA 42 Mark: MICRO/MAC SUPPLIES WAREHOUSE Goods: Mail order and telephone order services in the field of									

Docket No.	Ctry	Types	Status	Cur App Dt	Curr App No	Curr Reg D	Curr Reg No	Renewal	Expires	
1-20	USA	REGISTERED	26JA1993	74/325,528	190C1993	1,799,820	190C2003	190C2003	51	
Attorney:RJD Client/Division: MICW Owner: MICW Agent: Class & Type: NA 42 Mark: MICROSHOPPER Goods:Mail order and telephone order services featuring computer										
1-36	USA	REGISTERED	18JL1996	75/135,954	23MR1999	2233189	23MR2009	23MR2009	52	
Attorney:RJD Client/Division: MICW Owner: MICW Agent: Class & Type: NA 16 Mark: MICROSYSTEMS WAREHOUSE Goods:catalogs featuring computer hardware, software										
1-36	USA	Z	INACTIVE	12NO1993	74/457,744				53	
Attorney:RJD Client/Division: MICW Owner: MICW Agent: Class & Type: NA 42 Mark: MICROSYSTEMS WAREHOUSE Goods:MAIL-ORDER AND TELEPHONE-ORDER SERVICES IN THE FIELD OF										
1-36	USA	Z	INACTIVE	22MR1994	74/506,236				54	
Attorney:RJD Client/Division: MICW Owner: MICW Agent: Class & Type: NA 9 Mark: MICROSYSTEMS WAREHOUSE Goods:computers and components there of, computer hardware										
1-1	USA	REGISTERED	12JA1990	74/018,623	13NO1990	1,623,069	13NO2000	13NO2000	55	
Attorney:RJD Client/Division: MICW Owner: MICW Agent: Class & Type: NA 42 Mark: MICROWAREHOUSE Goods:Telephone order, mail order and retail store services for										
1-1	CLASS 9	USA	REGISTERED	16SE1992	74/314,333	11JA1994	1,815,733	11JA2004	11JA2004	56
Attorney:RJD Client/Division: MICW Owner: MICW Agent: Class & Type: NA 9 Mark: MICROWAREHOUSE ⁴ Goods:Computers, computer peripherals, and components thereof										

⁴ Recordation of Assignment from Micro Warehouse, Inc. (Connecticut) to Micro Warehouse, Inc. (Delaware) filed with the U.S. Patent & Trademark Office on January 13, 2000.

Docket No. Ctry Types Status Cur App Dt Curr App No Curr Reg D Curr Reg No Renewal Expires

1-9 USA INACTIVE 14JE1990 74/068,841 17DE1991 1,668,873 17DE2001 17DE2001 57
 Attorney:RJD Client/Division: MICW Owner: MICW Agent:
 Mark: MORE FOR YOUR MAC, MORE FOR YOUR MONEY... Goods:Retail store and mail order services in the field of

1-12 USA D INACTIVE 20NO1990 74/117,120
 Attorney:RJD Client/Division: MICW Owner: MICW Agent: Class & Type: NA 42
 Mark: NEXT WAREHOUSE Goods:Telephone order, mail order and retail store services for 58

1-57 USA REGISTERED 21JL1972 72/430,438 04FE1975 1,003,914 04FE2005 04FE2005 54
 Attorney:RJD Client/Division: MICW Owner: MICW Agent: Class & Type: NA 9
 Mark: NU DATA⁵ Goods:

1-69 USA B REGISTERED 14DE1995 75/032,363 01JL1997 2,076,565 01JL2007 01JL2007 60
 Attorney:RJD Client/Division: MICW Owner: MICW Agent: Class & Type: IN 35
 Mark: ON-LINE INTERACTIVE⁶ Goods:RETAIL STORE SERVICES AVAILABL E THROUGH A GLOBAL COMPUTER

1-34 USA Z INACTIVE 16SE1993 74/436,207
 Attorney:RJD Client/Division: MICW Owner: MICW Agent: Class & Type: NA 42
 Mark: PAPER SELECT WAREHOUSE Goods:MAIL-ORDER AND TELEPHONE-ORDER SERVICES IN THE FIELD OF 61

1-33 USA Z INACTIVE 02SE1993 74/439,954
 Attorney:RJD Client/Division: MICW Owner: MICW Agent: Class & Type: NA 42
 Mark: PAPER WAREHOUSE Goods:MAIL-ORDER AND TELEPHONE-ORDER SERVICES IN THE FIELD OF 62

1-35 USA Z INACTIVE 16SE1993 74/438,055
 Attorney:RJD Client/Division: MICW Owner: MICW Agent: Class & Type: NA 42
 Mark: PAPERDESIGN WAREHOUSE Goods:MAIL-ORDER AND TELEPHONE-ORDER SERVICES IN THE FIELD OF 63

⁵ The USPTO records reflect that Nu Data Corporation is the current owner.
⁶ The USPTO records reflect that Online Interactive Inc. is the current owner.

Docket No.	Ctry	Types	Status	Cur App Dt	Cur App No	Cur Reg D	Cur Reg No	Renewal	Expires
1-13	USA	INACTIVE	22SE1992	74/316,183					
Attorney: RJD Client/Division: MICW Owner: MICW Agent: Class & Type: NA 35 <i>64</i>									
Mark: PLATINUM CLUB Goods: Buying club services in the field of computer hardware and									
1-3	USA	REGISTERED	01OC1990	74-101,738	18AU1992	1,707,816	18AU2002	18AU2002	<i>65</i>
Attorney: RJD Client/Division: MICW Owner: MICW Agent: Class & Type: NA 9									
Mark: POWER USER ⁷ Goods: Computer hardware; namely, modems and computer memory hard									
1-4	USA	D	REGISTERED	23OC1990	74-108,367	04FE1992	1,674,065	04FE2002	04FE2002
Attorney: RJD Client/Division: MICW Owner: MICW Agent: Class & Type: NA 9 <i>66</i>									
Mark: POWER USER and design Goods: Computer hardware comprising modems and computer memory									
1-10	USA	Z	INACTIVE	04OC1991	74/209,447				
Attorney: RJD Client/Division: MICW Owner: MICW Agent: Class & Type: NA 16 <i>67</i>									
Mark: POWERPC USER Goods: Magazine on the subject of computers and related equipment									
1-11	USA	Z	INACTIVE	04OC1991	74/209,446				
Attorney: RJD Client/Division: MICW Owner: MICW Agent: Class & Type: NA 42 IN00000 <i>68</i>									
Mark: POWERPC WAREHOUSE Goods: MAIL ORDER CATALOG SERVICES FE ATURING COMPUTER HARDWARE									
1-11	USA	Z	INACTIVE	24JE1994	74/541,720				
Attorney: RJD Client/Division: MICW Owner: MICW Agent: Class & Type: NA 42 IN00000 <i>69</i>									
Mark: POWERPC WAREHOUSE Goods: MAIL ORDER CATALOG SERVICES FE ATURING COMPUTER HARDWARE									
1-76	USA	FILED	08FE1999	75/633,925					
Attorney: MBL Client/Division: MICW Owner: MICW Agent: Class & Type: IN 35 <i>70</i>									
Mark: READERS WAREHOUSE Goods: Computerized on-line retail services in the field of general consumer products									

⁷ Recordation of Assignment from Micro Warehouse, Inc. (Connecticut) to Micro Warehouse, Inc. (Delaware) filed with the U.S. Patent & Trademark Office on January 13, 2000.

Docket No.	Ctry	Types	Status	Cur App Dt	Cur App No	Cur Reg D	Cur Reg No	Renewal	Expires
1-65	USA	Z	INACTIVE	27JF1997	75/316,216				
Attorney:RJD Client/Division: MICW Owner: MICW Agent: Class & Type: NA 35 71									
Mark: REPLACEMENT WAREHOUSE Goods:mail order, telephone order, and sales services over									
1-73	USA		FILED	26JA1999	75/626,444				
Attorney:RJD Client/Division: MICW Owner: MICW Agent: Class & Type: IN 35 72									
Mark: SAVEBYNET Goods:Computerized on-line retail services in the field of general consumer products									
1-71	USA		FILED	26JA1999	75/626,442				
Attorney:RJD Client/Division: MICW Owner: MICW Agent: Class & Type: 35 73									
Mark: SEARCHBYNET Goods:Computerized on-line services in the field of general consumer products									
1-55	USA	Z	INACTIVE	13NO1995	75/018,612				
Attorney:RJD Client/Division: MICW Owner: MICW Agent: Class & Type: NA 42 74									
Mark: SIMMS WAREHOUSE Goods:Mail order and telephone order services in the field of									
1-15	USA	Z	REGISTERED	02JF1992	74/281,096	11OC1994	1,857,995	11OC2004	11OC2004 75
Attorney:RJD Client/Division: MICW Owner: MICW Agent: Class & Type: NA 42									
Mark: THE MAC SUPERSTORE ⁸ Goods:Sales and services in the field of computer software,									
1-5	USA		REGISTERED	18MR1991	74-148,479	21AP1992	1,683,658	21AP2002	21AP2002 76
Attorney:RJD Client/Division: MICW Owner: MICW Agent: Class & Type: NA 9									
Mark: THE POWER USERS TOOL KIT Goods:Computer utility programs									
1-63	USA	Z	FILED	18MR1997	75/259,248				
Attorney:RJD Client/Division: MICW Owner: MICW Agent: Class & Type: NA 16 IN00000 77									
Mark: TOOLKIT WAREHOUSE Goods:COMPUTER HARDWARE, COMPUTER SOFTWARE, COMPUTER PERIPHERALS									

⁸ Recordation of Assignment from Micro Warehouse, Inc. (Connecticut) to Micro Warehouse, Inc. (Delaware) filed with the U.S. Patent & Trademark Office on January 13, 2006.

Docket No.	City	Types	Status	Cur App Dt	Curr App No	Curr Reg D	Curr Reg No	Renewal	Expires
1-7	USA	REGISTERED	02MR1992	74/251,046	25JA1994	1,818,595	25JA2004	25JA2004	78
Attorney: RJD Client/Division: MICW Owner: MICW Agent: Class & Type: NA 42									
Mark: UPGRADE WAREHOUSE Goods: Mail order services and telephone order services featuring									
1-60	USA	REGISTERED	05JL1990	74/075,443	21JE1991	1,649,107	21JE2001	21JE2001	79
Attorney: RJD Client/Division: MICW Owner: MICW Agent: Class & Type: NA 42									
Mark: USA FLEX (DESIGN) ⁹ Goods: distributorship services in the field of computer hardware									
1-24	USA	REGISTERED	06MY1993	74/387,068	09JL1996	1,984,917	09JL2006	09JL2006	80
Attorney: RJD Client/Division: MICW Owner: MICW Agent: Class & Type: NA 42 NA 35									
Mark: WAREHOUSE ON-LINE Goods: Information services, namely, providing access to an									
1-67	USA	FILED	15OC1997	75/373,436					81
Attorney: RJD Client/Division: MICW Owner: MICW Agent: Class & Type: NA 35									
Mark: WEBAUCTION Goods: Interactive sales services via global electronic computer									
1-49	USA	INACTIVE	26JA1995	74/625,649					82
Attorney: RJD Client/Division: MICW Owner: MICW Agent: Class & Type: NA 42									
Mark: WIRELESS WAREHOUSE Goods: MAIL-ORDER AND TELEPHONE ORDER SERVICES IN THE FIELD OF									
1-56	USA	REGISTERED	21JL1993	74/415,087	31DE1996	2,027,366	31DE2006	31DE2006	83
Attorney: RJD Client/Division: MICW Owner: MICW Agent: Class & Type: NA 42									
Mark: WORKSTATION EXPRESS ¹⁰ Goods: mail order services featuring data communication test									

⁹ The USPTO records reflect that Comark, Inc. is the current owner.
¹⁰ The USPTO records reflect that Nu Data, Inc. is the current owner.

Trademark	Country	Appl. #	Reg. #	Affi. Date Ren. Date	Docket #	Class	Description
BLACK PEARL	U.S.A.	73/713,430 02/26/1988	1,761,261 03/30/1993	R: 03/30/2003	979815	16 84	Ribbons for computer and electronic printers.
CLEAN CYCLE	U.S.A.	73/321,877 08/03/1981	1,249,485 08/23/1983	R: 08/23/2003	979816	9 85	Kits for cleaning computer and data terminals disk drives comprising cleaning disks and cleaning solution.
CLEAN CYCLE	U.S.A.	73/385,085 09/13/1982	1,269,724 03/13/1984	R: 03/13/2004	979817	11 86	Air filters for computers, data terminals and electronic apparatus.
CLEAR SIGNAL	U.S.A.	73/321799 08/03/1981	1224697 01/18/1983	R: 01/18/2003	979818	9 87	Electrical cables, wire, connectors, plugs, jacks and terminal strips; acoustic couplers and modems for interfacing with computers, data terminals and printers.
DATA MASTER	U.S.A.	73/409124 01/12/1983	1269890 03/13/1984	R: 03/13/2004	979824	20 88	Desks, tables, work stands, benches, turntables, work stations, drawers, cabinets, chairs and caster-mounted rolling stands and tables.
GOOD IMPRESSIONS	U.S.A.	73/321780 08/03/1981	1229671 03/08/1983	R: 03/08/2003	979819	16 89	Ribbons and ribbon cartridges for printers, typewriters and data terminals.
INMAC	U.S.A.	73/284274 11/03/1980	1224630 01/18/1983	R: 01/18/2003	979730	42 90	Retail mail order sales services in the field of computers, computer accessories, parts and supplies.
INMAC	U.S.A.	73/321879 08/03/1981	1251954 09/27/1983	R: 09/27/2003	979812	1 91	Solvents for cleaning magnetic disks, tapes and cards, printing elements, video screens and other electronic apparatus; anti-static spray for spraying on carpet, floors and furniture to eliminate static electricity Metal containers, carrying cases, industrial storage racks, paper racks, cabinets, racks, locks and coded combination locks, wiring conduits and channels.

TRADEMARK

REEL: 002024 FRAME: 0103

						8	<p>Hand tools for maintaining and servicing electronic apparatus, hand operated splicing tools for tape, hand tools for applying reinforcing rings to magnetic disks.</p> <p>Electronic meters and gauges, humidistats, thermometers, fire extinguishers, vacuum cleaners for cleaning computers and electronic equipment, soldering irons, magnetic media-namely, tapes, cards, cartridges, disks and cassettes, wires, cables, plugs and connections for use with electronic apparatus and computers, data terminals, switches, wiring conduits, surge protectors, acoustic couplers, modems, electronic test and service instruments for maintaining electronic apparatus, electronic voltage/current regulators, battery operated winders for paper tape.</p> <p>Carts and mobile storage carriers.</p> <p>Paper, preprinted forms, calendars, scheduling boards, program coding forms, typewriter and printer ribbons, printing elements, printwheels and printing thimbles for typewriters and printers, cardboard mailing boxes, covers and soundproof boxes for data terminals and typewriters unpunched paper tape for computers and telecommunications apparatus, books and manuals relating to computers, data terminals and electronic apparatus, rulers and templates for drawing lines and figures.</p> <p>Chairs, tables, desks, computer terminal stands and work stations, wastebaskets, cabinets, turntables in the nature of furniture, plastic carrying cases and storage cases for the transportation and storage of magnetic tapes and electronic equipment.</p> <p>Mail order services in the field of computers, data processing and office equipment, supplies and accessories.</p>
INMAC PLUS	U.S.A.	73/346575 01/21/1982	1223269 01/11/1983	R: 01/11/2003	979814	9	<p>Blank magnetic discs, tapes, cards, cartridges and cassettes for the future recording of computer programs and data.</p>
INMAC (Stylized)	U.S.A.	73/321878 08/03/1981	1251953 09/27/1983	R: 09/27/2003	979813	1	<p>Solvents for cleaning magnetic disks, tapes and cards, printing elements, video screens and other electronic apparatus; anti-static spray for spraying on carpet, floors and furniture to eliminate static electricity.</p>

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						6	Metal containers, carrying cases, industrial storage racks, paper racks, cabinets, racks, locks and coded combination locks, wiring conduits and channels.
						8	Hand tools for maintaining and servicing electronic apparatus; hand operated splicing tools for tape, hand tools for applying reinforcing rings to magnetic disks.
						9	Electronic meters and gauges, humidistats, thermometers, fire extinguishers, vacuum cleaners for cleaning computers and electronic equipment, soldering irons, magnetic media-namely, tapes, cards, cartridges, disks and cassettes, wires, cables, plugs and connections for use with electronic apparatus and computers, data terminals, switches, wiring conduits, surge protectors, acoustic couplers, modems, electronic test and service instruments for maintaining electronic apparatus, electronic voltage/current regulators, battery operated winders for paper tape.
						12	Carts and mobile storage carriers.
						16	Paper, preprinted forms, calendars, scheduling boards, program coding forms, typewriter and printer ribbons, printing elements, printwheels and printing thimbles for typewriters and printers, cardboard mailing boxes, covers and soundproof boxes for data terminals and typewriters, unpunched paper tape for computers and telecommunications apparatus, books and manuals relating to computers, data terminals and electronic apparatus, rulers and templates for drawing lines and figures.
						20	Chairs, tables, desks, computer terminal stands and work stations, wastebaskets, cabinets, turntables in the nature of furniture, plastic carrying cases and storage cases for the transportation and storage of magnetic tapes and electronic equipment.
						42	Mail order services in the field of computers, data processing and office equipment, supplies and accessories.
MACSELECT	U.S.A.	74/361350 02/19/1993	1900168 06/13/1995	A: 06/13/2001 R: 06/13/2005	979726	42 94	Mail order catalog services in the sale and distribution of computers, computer software, computer peripherals, supplies and accessories; work stations; data communications, networking and connectivity products; and consulting services relating to computers, computer software, data communications, networking and connectivity.

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PC SELECT	U.S.A.	74/396104 05/28/1993	1894718 05/16/1995	A: 05/16/2001 R: 05/16/2005	979727	42	95	Mail order, retail, store services and wholesale store services and distributorships all in the field of computers, computer software, computer peripherals, supplies and accessories; workstations; data communications, networking and connectivity products; and consulting services relating to computers, computer software, data communication, networking and connectivity.
SATTNEDGE	U.S.A.	73/438186 08/08/1983	1290983 08/21/1984	R: 08/21/2004	979828	16	96	Letter and memo paper, computer printable forms and paper, printed forms, continuous feed paper, paper on rolls.

TRADEMARK

SECURITY AGREEMENT dated as of January 31, 2000, among MICRO WAREHOUSE, INC., a Delaware corporation (the "*Company*"), BRIDGEPORT ACQUISITION CORPORATION, a Delaware corporation ("*BAC*" and, together with the Company, the "*Borrowers*"), BRIDGEPORT HOLDINGS INC., a Delaware corporation ("*Holdings*"), each subsidiary of the Company listed on Schedule I hereto (each such subsidiary individually a "*Subsidiary Guarantor*" and collectively, the "*Subsidiary Guarantors*"; the Subsidiary Guarantors, Holdings and the Borrowers are referred to collectively herein as the "*Grantors*") and CREDIT SUISSE FIRST BOSTON, a bank organized under the laws of Switzerland, acting through its New York branch ("*CSFB*"), as collateral agent (in such capacity, the "*Collateral Agent*") for the Secured Parties (as defined herein).

Reference is made to (a) the Credit Agreement dated as of January 31, 2000 (as amended, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), among the Borrowers, Holdings, the lenders from time to time party thereto (the "*Lenders*"), CSFB, as administrative agent for the Lenders (in such capacity, the "*Administrative Agent*"), Collateral Agent, swingline lender and issuing bank (in such capacity, the "*Issuing Bank*"), (b) the Parent Guarantee Agreement dated as of January 31, 2000 (as amended, supplemented or otherwise modified from time to time, the "*Parent Guarantee Agreement*"), between Holdings and the Collateral Agent, and (c) the Subsidiary Guarantee Agreement dated as of January 31, 2000 (as amended, supplemented or otherwise modified from time to time, the "*Subsidiary Guarantee Agreement*") among the Subsidiary Guarantors and the Collateral Agent.

The Lenders have agreed to make Loans to the Borrowers, and the Issuing Bank has agreed to issue Letters of Credit for the account of the Company, pursuant to, and upon the terms and subject to the conditions specified in, the Credit Agreement. Each of Holdings and the Subsidiary Guarantors has agreed to guarantee, among other things, all the obligations of the Borrowers under the Credit Agreement. Each Borrower has agreed to guarantee the obligations of the other Borrower under the Credit Agreement pursuant to Article IX thereof. The obligations of the Lenders to make Loans and of the Issuing Bank to issue Letters of Credit are conditioned upon, among other things, the execution and delivery by the Grantors of an agreement in the form hereof to secure (a) the due and punctual payment by the Borrowers of (i) the principal of and premium, if any, and interest (including interest accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding) on the Loans, when and as due, whether at maturity, by acceleration, upon one or more dates set for prepayment or otherwise, (ii) each payment required to be made by the Company under the Credit Agreement in respect of any Letter of Credit, when and as due, including payments in respect of reimbursement of disbursements, interest thereon and obligations to provide cash collateral and (iii) all other monetary obligations, including fees, costs, expenses and indemnities, whether primary, secondary, direct, contingent, fixed or otherwise (including monetary obligations incurred during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding), of the Borrowers to the Secured Parties under the Credit Agreement and the other Loan Documents, (b) the due and punctual performance of all covenants, agreements, obligations and liabilities of the Borrowers under or pursuant to the Credit Agreement and the other Loan Documents, (c) the due and punctual payment and performance of all the covenants, agreements, obligations and liabilities of each Loan Party under or pursuant to this Agreement and the other Loan Documents and (d) the due and punctual payment and performance of all obligations of the Borrowers under each Hedging Agreement entered into with any counterparty that was a Lender or an Affiliate of a Lender at the time such Hedging Agreement was entered into (all the monetary and other obligations described in the preceding clauses (a) through (d) being collectively called the "*Obligations*").

Accordingly, the Grantors and the Collateral Agent, on behalf of itself and each Secured Party (and each of their respective successors or assigns), hereby agree as follows:

ARTICLE I

Definitions

SECTION 1.01. *Definition of Terms Used Herein.* Unless the context otherwise requires, all capitalized terms used but not defined herein shall have the meanings set forth in the Credit Agreement.

SECTION 1.02. *Definition of Certain Terms Used Herein.* As used herein, the following terms shall have the following meanings:

“*Account Debtor*” shall mean any person who is or who may become obligated to any Grantor under, with respect to or on account of an Account.

“*Accounts*” shall mean any and all right, title and interest of any Grantor to payment for goods and services sold or leased, including any such right evidenced by chattel paper, whether due or to become due, whether or not it has been earned by performance, and whether now or hereafter acquired or arising in the future, including accounts receivable from Affiliates of the Grantors.

“*Accounts Receivable*” shall mean all Accounts and all right, title and interest in any returned goods, together with all rights, titles, securities and guarantees with respect thereto, including any rights to stoppage in transit, replevin, reclamation and resales, and all related security interests, liens and pledges, whether voluntary or involuntary, in each case whether now existing or owned or hereafter arising or acquired.

“*Collateral*” shall mean all (a) Accounts Receivable, (b) Documents, (c) Equipment, (d) General Intangibles, (e) Inventory, (f) cash and cash accounts (including the Concentration Account and the Collection Deposit Accounts), (g) Investment Property, and (h) Proceeds; *provided*, that the term “Collateral” shall not include any Inventory (and the Proceeds thereof) that is subject to a Lien permitted by Section 6.02(p) of the Credit Agreement.

“*Collection Deposit Accounts*” shall mean the lockbox accounts of the Company maintained for the benefit of the Secured Parties with the Sub-Agent pursuant to the Lockbox and Depository Agreement.

“*Commodity Account*” shall mean an account maintained by a Commodity Intermediary in which a Commodity Contract is carried out for a Commodity Customer.

“*Commodity Contract*” shall mean a commodity futures contract, an option on a commodity futures contract, a commodity option or any other contract that, in each case, is (a) traded on or subject to the rules of a board of trade that has been designated as a contract market for such a contract pursuant to the federal commodities laws or (b) traded on a foreign commodity board of trade, exchange or market, and is carried on the books of a Commodity Intermediary for a Commodity Customer.

“*Commodity Customer*” shall mean a person for whom a Commodity Intermediary carries a Commodity Contract on its books.

“*Commodity Intermediary*” shall mean (a) a person who is registered as a futures commission merchant under the federal commodities laws or (b) a person who in the ordinary course of its business provides clearance or settlement services for a board of trade that has been designated as a contract market pursuant to federal commodities laws.

“Concentration Account” shall mean the cash collateral account established at the office of Bank of America, NA located at 100 North Tryon Street, Charlotte, NC 28255, in the name of the Collateral Agent, Account No. 80881-04430 or such other concentration account as may be established pursuant to Section 5.01.

“Copyright License” shall mean any written agreement, now or hereafter in effect, granting any right to any third party under any Copyright now or hereafter owned by any Grantor or which such Grantor otherwise has the right to license, or granting any right to such Grantor under any Copyright now or hereafter owned by any third party, and all rights of such Grantor under any such agreement.

“Copyrights” shall mean all of the following now owned or hereafter acquired by any Grantor: (a) all copyright rights in any work (whether published or unpublished) subject to the copyright laws of the United States or any other country, whether as author, assignee, transferee or otherwise, and (b) all registrations and applications for registration of any such copyright in the United States or any other country, including registrations, recordings, supplemental registrations and pending applications for registration in the United States Copyright Office, including those listed on Schedule II.

“Credit Agreement” shall have the meaning assigned to such term in the preliminary statement of this Agreement.

“Documents” shall mean all instruments, files, records, ledger sheets and documents covering or relating to any of the Collateral.

“Entitlement Holder” shall mean a person identified in the records of a Securities Intermediary as the person having a Security Entitlement against the Securities Intermediary. If a person acquires a Security Entitlement by virtue of Section 8-501(b)(2) or (3) of the Uniform Commercial Code, such person is the Entitlement Holder.

“Equipment” shall mean all equipment, furniture and furnishings, and all tangible personal property similar to any of the foregoing, including tools, parts and supplies of every kind and description, and all improvements, accessions or appurtenances thereto, that are now or hereafter owned by any Grantor. The term Equipment shall include Fixtures.

“Financial Asset” shall mean (a) a Security, (b) an obligation of a person or a share, participation or other interest in a person or in property or an enterprise of a person, which is, or is of a type, dealt with in or traded on financial markets, or which is recognized in any area in which it is issued or dealt in as a medium for investment or (c) any property that is held by a Securities Intermediary for another person in a Securities Account if the Securities Intermediary has expressly agreed with the other person that the property is to be treated as a Financial Asset under Article 8 of the Uniform Commercial Code. As the context requires, the term Financial Asset shall mean either the interest itself or the means by which a person’s claim to it is evidenced, including a certificated or uncertificated Security, a certificate representing a Security or a Security Entitlement.

“Fixtures” shall mean all items of Equipment, whether now owned or hereafter acquired, of any Grantor that become so related to particular real estate that an interest in them arises under any real estate law applicable thereto.

“General Intangibles” shall mean all choses in action and causes of action and all other assignable intangible personal property of any Grantor of every kind and nature (other than Accounts Receivable) now owned or hereafter acquired by any Grantor, including corporate or other business records, indemnification claims, contract rights (including rights under leases, whether entered into as lessor or lessee, Hedging Agreements and other agreements), Intellectual Property, goodwill, registrations, franchises, tax refund claims and any letter of credit, guarantee,

claim, security interest or other security held by or granted to any Grantor to secure payment by an Account Debtor of any of the Accounts Receivable.

“Intellectual Property” shall mean all intellectual property of any Grantor of every kind and nature now owned or hereafter acquired by any Grantor, including inventions, designs, Patents, Copyrights, Licenses, Trademarks, trade secrets, confidential or proprietary technical and business information, know-how, show-how or other data or information, software and databases and all embodiments or fixations thereof and related documentation, registrations and franchises, and all additions, improvements and accessions to, and books and records describing or used in connection with, any of the foregoing.

“Inventory” shall mean all goods of any Grantor, whether now owned or hereafter acquired, held for sale or lease, or furnished or to be furnished by any Grantor under contracts of service, or consumed in any Grantor's business, including raw materials, intermediates, work in process, packaging materials, finished goods, semi-finished inventory, scrap inventory, manufacturing supplies and spare parts, and all such goods that have been returned to or repossessed by or on behalf of any Grantor.

“Investment Property” shall mean all Securities (whether certificated or uncertificated), Security Entitlements, Securities Accounts, Commodity Contracts and Commodity Accounts of any Grantor, whether now owned or hereafter acquired by any Grantor.

“License” shall mean any Patent License, Trademark License, Copyright License or other license or sublicense to which any Grantor is a licensee, including those listed on Schedule III (other than those license agreements in existence on the date hereof and listed on Schedule III and those license agreements entered into after the date hereof, which by their terms prohibit assignment or a grant of a security interest by such Grantor as licensee thereunder).

“Lockbox and Depository Agreement” shall mean the Lockbox and Depository Agreement, in a form to be agreed upon, among the Company, the Collateral Agent and the Sub-Agent.

“Lockbox System” shall have the meaning assigned to such term in Section 5.01.

“Obligations” shall have the meaning assigned to such term in the preliminary statement of this Agreement.

“Patent License” shall mean any written agreement, now or hereafter in effect, granting to any third party any right to make, use or sell any invention on which a Patent, now or hereafter owned by any Grantor or which any Grantor otherwise has the right to license, is in existence, or granting to any Grantor any right to make, use or sell any invention on which a Patent, now or hereafter owned by any third party, is in existence, and all rights of any Grantor under any such agreement.

“Patents” shall mean all of the following now owned or hereafter acquired by any Grantor: (a) all letters patent of the United States or any other country, all recordings thereof, and all applications for letters patent of the United States or any other country, including pending applications in the United States Patent and Trademark Office or any similar offices in any other country, including those listed on Schedule IV, and (b) all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein.

“Perfection Certificate” shall mean a certificate substantially in the form of Annex 1 hereto, completed and supplemented with the schedules and attachments contemplated thereby, and duly executed by a Financial Officer and the chief legal officer of each Borrower.

“Proceeds” shall mean any consideration received from the sale, exchange, license, lease or other disposition of any asset or property that constitutes Collateral, any value received as a consequence of the possession of any Collateral and any payment received from any insurer or other person or entity as a result of the destruction, loss, theft, damage or other involuntary conversion of whatever nature of any asset or property which constitutes Collateral, and shall include (a) all cash and negotiable instruments received by or held on behalf of the Collateral Agent pursuant to the Lockbox System, (b) any claim of any Grantor against any third party for (and the right to sue and recover for and the rights to damages or profits due or accrued arising out of or in connection with) (i) past, present or future infringement of any Patent now or hereafter owned by any Grantor, or licensed under a Patent License, (ii) past, present or future infringement or dilution of any Trademark now or hereafter owned by any Grantor or licensed under a Trademark License or injury to the goodwill associated with or symbolized by any Trademark now or hereafter owned by any Grantor, (iii) past, present or future breach of any License and (iv) past, present or future infringement of any Copyright now or hereafter owned by any Grantor or licensed under a Copyright License and (c) any and all other amounts from time to time paid or payable under or in connection with any of the Collateral.

“Secured Parties” shall mean (a) the Lenders, (b) the Administrative Agent, (c) the Collateral Agent, (d) the Issuing Bank, (e) each counterparty to a Hedging Agreement entered into with a Borrower if such counterparty was a Lender or an Affiliate of a Lender at the time the Hedging Agreement was entered into, (f) the beneficiaries of each indemnification obligation undertaken by any Grantor under any Loan Document and (g) the successors and assigns of each of the foregoing.

“Securities” shall mean any obligations of an issuer or any shares, participations or other interests in an issuer or in property or an enterprise of an issuer which (a) are represented by a certificate representing a security in bearer or registered form, or the transfer of which may be registered upon books maintained for that purpose by or on behalf of the issuer, (b) are one of a class or series or by its terms is divisible into a class or series of shares, participations, interests or obligations and (c)(i) are, or are of a type, dealt with or trade on securities exchanges or securities markets or (ii) are a medium for investment and by their terms expressly provide that they are a security governed by Article 8 of the Uniform Commercial Code.

“Securities Account” shall mean an account to which a Financial Asset is or may be credited in accordance with an agreement under which the person maintaining the account undertakes to treat the person for whom the account is maintained as entitled to exercise rights that comprise the Financial Asset.

“Security Entitlements” shall mean the rights and property interests of an Entitlement Holder with respect to a Financial Asset.

“Security Interest” shall have the meaning assigned to such term in Section 2.01.

“Securities Intermediary” shall mean (a) a clearing corporation or (b) a person, including a bank or broker, that in the ordinary course of its business maintains securities accounts for others and is acting in that capacity.

“Sub-Agent” shall mean Bank of America/Montgomery Securities or any other financial institution which shall have delivered to the Collateral Agent an executed Lockbox and Depository Agreement.

“Trademark License” shall mean any written agreement, now or hereafter in effect, granting to any third party any right to use any Trademark now or hereafter owned by any Grantor or which any Grantor otherwise has the right to license, or granting to any Grantor any right to use any Trademark now or hereafter owned by any third party, and all rights of any Grantor under any such agreement.

“*Trademarks*” shall mean all of the following now owned or hereafter acquired by any Grantor: (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office, any State of the United States or any similar offices in any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule V, (b) all goodwill associated therewith or symbolized thereby and (c) all other assets, rights and interests that uniquely reflect or embody such goodwill.

SECTION 1.03. *Rules of Interpretation.* The rules of interpretation specified in Section 1.02 of the Credit Agreement shall be applicable to this Agreement.

ARTICLE II

Security Interest

SECTION 2.01. *Security Interest.* As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor hereby bargains, sells, conveys, assigns, sets over, mortgages, pledges, hypothecates and transfers to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, a security interest in, all of such Grantor's right, title and interest in, to and under the Collateral (the “*Security Interest*”). Without limiting the foregoing, the Collateral Agent is hereby authorized to file one or more financing statements (including fixture filings), continuation statements, filings with the United States Patent and Trademark Office or United States Copyright Office (or any successor office or any similar office in any other country) or other documents for the purpose of perfecting, confirming, continuing, enforcing, recording or protecting the Security Interest granted by each Grantor, without the signature of any Grantor, and naming any Grantor or the Grantors as debtors and the Collateral Agent as secured party.

SECTION 2.02. *No Assumption of Liability.* The Security Interest is granted as security only and shall not subject the Collateral Agent or any other Secured Party to, or in any way alter or modify, any obligation or liability of any Grantor with respect to or arising out of the Collateral.

ARTICLE III

Representations and Warranties

Each Grantor represents and warrants to the Collateral Agent and the Secured Parties, solely as to itself and its Collateral, that:

SECTION 3.01. *Title and Authority.* Such Grantor has good and valid rights in and title to the Collateral with respect to which it has purported to grant a Security Interest hereunder and has full corporate power and authority to grant to the Collateral Agent the Security Interest in such Collateral pursuant hereto and to execute, deliver and perform its obligations in accordance with the terms of this Agreement, without the consent or approval of any other person other than any consent or approval which has been obtained.

SECTION 3.02. *Filings.* (a) The Perfection Certificate has been duly prepared, completed and executed and the information set forth therein is correct and complete. Fully executed Uniform Commercial Code financing statements or other appropriate filings, recordings

or registrations containing a description of the Collateral have been delivered to the Collateral Agent for filing in each governmental, municipal or other office specified in Schedule 6 to the Perfection Certificate, which are all the filings, recordings and registrations (other than filings required to be made in the United States Patent and Trademark Office and the United States Copyright Office in order to perfect the Security Interest in Collateral consisting of United States Patents, Trademarks and Copyrights) that are necessary to publish notice of and protect the validity of and to establish a legal, valid and perfected security interest in favor of the Collateral Agent (for the ratable benefit of the Secured Parties) in respect of all Collateral in which the Security Interest may be perfected by filing, recording or registration in the United States (or any political subdivision thereof), and no further or subsequent filing, refiling, recording, rerecording, registration or reregistration is necessary in any such jurisdiction, except as provided under applicable law with respect to the filing of continuation statements.

(b) Such Grantor shall ensure that fully executed security agreements in the form hereof and containing a description of all Collateral consisting of Intellectual Property shall have been received and recorded within three months after the execution of this Agreement with respect to United States Patents and United States registered Trademarks (and Trademarks for which United States registration applications are pending) and within one month after the execution of this Agreement with respect to United States registered Copyrights by the United States Patent and Trademark Office and the United States Copyright Office pursuant to 35 U.S.C. § 261, 15 U.S.C. § 1060 or 17 U.S.C. § 205 and the regulations thereunder, as applicable, and otherwise as may be required pursuant to the laws of any other necessary jurisdiction; such recordings, together with the Uniform Commercial Code financing statements delivered pursuant to Section 3.02(a), when filed, are sufficient to protect the validity of and to establish a legal, valid and perfected security interest in favor of the Collateral Agent (for the ratable benefit of the Secured Parties) in respect of all Collateral consisting of Patents, Trademarks and Copyrights in which a security interest may be perfected by filing, recording or registration in the United States (or any political subdivision thereof) and its territories and possessions, or in any other necessary jurisdiction, and no further or subsequent filing, refiling, recording, rerecording, registration or reregistration is necessary (other than such actions as are necessary to perfect the Security Interest with respect to any Collateral consisting of Patents, Trademarks and Copyrights (or registration or application for registration thereof) acquired or developed after the date hereof and except as provided under applicable law with respect to the filing of continuation statements).

SECTION 3.03. *Validity of Security Interest.* The Security Interest constitutes (a) a legal and valid security interest in all the Collateral securing the payment and performance of the Obligations, (b) subject to the filings described in Section 3.02 above, a perfected security interest in all Collateral in which a security interest may be perfected by filing, recording or registering a financing statement or analogous document in the United States (or any political subdivision thereof) and its territories and possessions pursuant to the Uniform Commercial Code or other applicable law in such jurisdictions and (c) a security interest that, subject to the filings described in Section 3.02 above, shall be perfected in all Collateral in which a security interest may be perfected upon the receipt and recording of this Agreement with the United States Patent and Trademark Office and the United States Copyright Office, as applicable, within the three month period (commencing as of the date hereof) pursuant to 35 U.S.C. § 261 or 15 U.S.C. § 1060 or the one month period (commencing as of the date hereof) pursuant to 17 U.S.C. § 205 or upon any other filing, recording or registration in the United States (or any political subdivision thereof) and otherwise as may be required pursuant to the laws of any other necessary jurisdiction. The Security Interest is and shall be prior to any other Lien on any of the Collateral, other than Liens expressly permitted to be prior to the Security Interest pursuant to Section 6.02 of the Credit Agreement.

SECTION 3.04. *Absence of Other Liens.* The Collateral is owned by such Grantor free and clear of any Lien, except for Liens expressly permitted pursuant to Section 6.02 of the Credit Agreement. Such Grantor has not filed or consented to the filing of (a) any financing statement or analogous document under the Uniform Commercial Code or any other applicable laws covering any Collateral, (b) any assignment in which any Grantor assigns any Collateral or any security

agreement or similar instrument covering any Collateral with the United States Patent and Trademark Office or the United States Copyright Office or (c) any assignment in which such Grantor assigns any Collateral or any security agreement or similar instrument covering any Collateral with any foreign governmental, municipal or other office, which financing statement or analogous document, assignment, security agreement or similar instrument is still in effect, except, in each case, for Liens expressly permitted pursuant to Section 6.02 of the Credit Agreement.

ARTICLE IV

Covenants

SECTION 4.01. *Change of Name; Location of Collateral; Records; Place of Business.* (a) Each Grantor agrees promptly to notify the Collateral Agent in writing of any change (i) in its corporate name or in any trade name used to identify it in the conduct of its business or in the ownership of its properties, (ii) in the location of its chief executive office, its principal place of business, any office in which it maintains books or records relating to Collateral owned by it or any office or facility at which Collateral owned by it is located (including the establishment of any such new office or facility), (iii) in its identity or corporate structure or (iv) in its Federal Taxpayer Identification Number. Each Grantor agrees not to effect or permit any change referred to in the preceding sentence unless it has provided the Collateral Agent with 10 Business Days' notice of such change. Each Grantor agrees promptly to notify the Collateral Agent if any material portion of the Collateral owned or held by such Grantor is damaged or destroyed.

(b) Each Grantor agrees to maintain, at its own cost and expense, such complete and accurate records with respect to the Collateral owned by it as is consistent with its current practices and in accordance with prudent practices, but in any event to include complete accounting records indicating all payments and proceeds received with respect to any part of the Collateral, and, at such time or times as the Collateral Agent may reasonably request, promptly to prepare and deliver to the Collateral Agent a duly certified schedule or schedules in form and detail reasonably satisfactory to the Collateral Agent showing the identity, amount and location of any and all Collateral.

SECTION 4.02. [Reserved.]

SECTION 4.03. *Protection of Security.* Each Grantor shall, at its own cost and expense, take any and all actions necessary to defend title to the Collateral against all persons and to defend the Security Interest of the Collateral Agent in the Collateral and the priority thereof against any Lien not expressly permitted pursuant to Section 6.02 of the Credit Agreement.

SECTION 4.04. *Further Assurances.* Each Grantor agrees, at its own expense, to execute, acknowledge, deliver and cause to be duly filed all such further instruments and documents and take all such actions as the Collateral Agent may from time to time reasonably request to preserve, protect and perfect the Security Interest and the rights and remedies created hereby, including the payment of any fees and taxes required in connection with the execution and delivery of this Agreement, the granting of the Security Interest and the filing of any financing statements (including fixture filings) or other documents in connection herewith or therewith. If any amount payable under or in connection with any of the Collateral shall be or become evidenced by any promissory note or other instrument, such note or instrument shall be immediately pledged and delivered to the Collateral Agent, duly endorsed in a manner reasonably satisfactory to the Collateral Agent.

Without limiting the generality of the foregoing, each Grantor hereby authorizes the Collateral Agent, with prompt notice thereof to the Grantors, to supplement this Agreement by supplementing Schedule II, III, IV or V hereto or adding additional schedules hereto to specifically identify any asset or item that may constitute Copyrights, Licenses, Patents or Trademarks;

provided, however, that any Grantor shall have the right, exercisable within 10 Business Days after it has been notified by the Collateral Agent of the specific identification of such Collateral, to advise the Collateral Agent in writing of any inaccuracy of the representations and warranties made by such Grantor hereunder with respect to such Grantor's Collateral. Each Grantor agrees that it will use its commercially reasonable efforts to take such action as shall be necessary in order that all representations and warranties hereunder shall be true and correct with respect to such Grantor's Collateral within 30 days after the date it has been notified by the Collateral Agent of the specific identification of such Collateral.

SECTION 4.05. *Inspection and Verification.* The Collateral Agent and such persons as the Collateral Agent may reasonably designate shall have the right, at the Grantors' own cost and expense, during normal business hours and upon reasonable notice, to inspect the Collateral, all records related thereto (and to make extracts and copies from such records) and the premises upon which any of the Collateral is located, to discuss the Grantors' affairs with the officers of the Grantors and their independent accountants and to verify under reasonable procedures the validity, amount, quality, quantity, value, condition and status of, or any other matter relating to, the Collateral, including, in the case of Accounts or Collateral in the possession of any third person, by contacting Account Debtors or the third person possessing such Collateral (with 5 Business Days' prior notice to the Company, so long as no Event of Default has occurred and is continuing) for the purpose of making such a verification. The Collateral Agent shall have the absolute right to share any information it gains from such inspection or verification with any Secured Party (it being understood that any such information shall be deemed to be "Information" subject to the provisions of Section 10.17 of the Credit Agreement).

SECTION 4.06. *Taxes; Encumbrances.* At its option, the Collateral Agent may discharge past due taxes, assessments, charges, fees, Liens, security interests or other encumbrances at any time levied or placed on the Collateral and not permitted pursuant to Section 6.02 of the Credit Agreement, and may pay for the adequate maintenance and preservation of the Collateral to the extent any Grantor fails to do so as required by the Credit Agreement or this Agreement, and each Grantor jointly and severally agrees to reimburse the Collateral Agent on demand for any payment made or any expense incurred by the Collateral Agent pursuant to the foregoing authorization; *provided, however,* that nothing in this Section 4.06 shall be interpreted as excusing any Grantor from the performance of, or imposing any obligation on the Collateral Agent or any Secured Party to cure or perform, any covenants or other agreements of any Grantor with respect to taxes, assessments, charges, fees, liens, security interests or other encumbrances and maintenance as set forth herein or in the other Loan Documents.

SECTION 4.07. *Assignment of Security Interest.* If at any time any Grantor shall take a security interest in any property of an Account Debtor or any other person to secure payment and performance of an Account, such Grantor shall promptly assign such security interest to the Collateral Agent. Such assignment need not be filed of public record unless necessary to continue the perfected status of the security interest against creditors of and transferees from the Account Debtor or other person granting the security interest.

SECTION 4.08. *Continuing Obligations of the Grantors.* Each Grantor shall remain liable to observe and perform all the conditions and obligations to be observed and performed by it under each contract, agreement or instrument relating to the Collateral, all in accordance with the terms and conditions thereof, and each Grantor jointly and severally agrees to indemnify and hold harmless the Collateral Agent and the Secured Parties from and against any and all liability for such performance.

SECTION 4.09. *Use and Disposition of Collateral.* None of the Grantors shall make or permit to be made an assignment, pledge or hypothecation of the Collateral or shall grant any other Lien in respect of the Collateral, except as expressly permitted by Section 6.02 of the Credit Agreement. None of the Grantors shall make or permit to be made any transfer of the Collateral and each Grantor shall remain at all times in possession of the Collateral owned by it, except that

(a) Inventory may be sold in the ordinary course of business and (b) unless and until the Collateral Agent shall notify the Grantors that an Event of Default shall have occurred and be continuing and that during the continuance thereof the Grantors shall not sell, convey, lease, assign, transfer or otherwise dispose of any Collateral (which notice may be given by telephone if promptly confirmed in writing), the Grantors may use and dispose of the Collateral in any lawful manner not inconsistent with the provisions of this Agreement, the Credit Agreement or any other Loan Document. Without limiting the generality of the foregoing, each Grantor agrees that it shall not permit any Inventory to be in the possession or control of any warehouseman, bailee, agent or processor at any time unless such warehouseman, bailee, agent or processor shall have been notified of the Security Interest and shall have agreed in writing to hold the Inventory subject to the Security Interest and the instructions of the Collateral Agent and to waive and release any Lien held by it with respect to such Inventory, whether arising by operation of law or otherwise; *provided*, that no such agreement shall be required so long as the book value of all Inventory of the Grantors in the possession of warehousemen, bailees, agents or processors that have not executed such an agreement does not exceed \$1,000,000 in the aggregate.

SECTION 4.10. *Limitation on Modification of Accounts.* None of the Grantors will, without the Collateral Agent's prior written consent, grant any extension of the time of payment of any of the Accounts Receivable, compromise, compound or settle the same for less than the full amount thereof, release, wholly or partly, any person liable for the payment thereof or allow any credit or discount whatsoever thereon, other than extensions, credits, discounts, compromises or settlements granted or made in the ordinary course of business and consistent with its current practices and in accordance with prudent practices.

SECTION 4.11. *Insurance.* Each Grantor, at its own expense, shall maintain or cause to be maintained insurance covering physical loss or damage to its Inventory and Equipment in accordance with Section 5.02 of the Credit Agreement. Each Grantor irrevocably makes, constitutes and appoints the Collateral Agent (and all officers, employees or agents designated by the Collateral Agent) as such Grantor's true and lawful agent (and attorney-in-fact) for the purpose, during the continuance of an Event of Default, of making, settling and adjusting claims in respect of Collateral under policies of insurance, endorsing the name of such Grantor on any check, draft, instrument or other item of payment for the proceeds of such policies of insurance and for making all determinations and decisions with respect thereto. In the event that any Grantor at any time or times shall fail to obtain or maintain any of the policies of insurance required hereby or to pay when due any premium in whole or part relating thereto, the Collateral Agent may, upon prior notice to the Grantors, without waiving or releasing any obligation or liability of the Grantors hereunder or any Event of Default, in its discretion, obtain and maintain such policies of insurance and pay such premium and take any other actions with respect thereto as the Collateral Agent deems advisable. All sums disbursed by the Collateral Agent in connection with this Section 4.11, including reasonable attorneys' fees, court costs and other expenses, shall be payable, upon demand, by the Grantors to the Collateral Agent and shall be additional Obligations secured hereby.

SECTION 4.12. *Legend.* Each Grantor shall legend, in form and manner reasonably satisfactory to the Collateral Agent, its Accounts Receivable and its books, records and documents evidencing or pertaining thereto with an appropriate reference to the fact that such Accounts Receivable have been assigned to the Collateral Agent for the benefit of the Secured Parties and that the Collateral Agent has a security interest therein.

SECTION 4.13. *Covenants Regarding Patent, Trademark and Copyright Collateral.* (a) Each Grantor agrees that it will not, nor will it permit any of its licensees to, do any act, or omit to do any act, whereby any Patent which is material to the conduct of such Grantor's business may become invalidated or dedicated to the public, and agrees that it shall continue to mark any products covered by a Patent with the relevant patent number as necessary and sufficient to establish and preserve its maximum rights under applicable patent laws.

(b) Each Grantor (either itself or through its licensees or its sublicensees) will, for each Trademark material to the conduct of such Grantor's business, (i) maintain such Trademark in full force free from any claim of abandonment or invalidity for non-use as long as such Trademark continues to serve as a designation of the source of the associated goods and services, (ii) maintain the quality of products and services offered under such Trademark, (iii) display such Trademark with notice of Federal or foreign registration to the extent necessary and sufficient to establish and preserve its maximum rights under applicable law and (iv) not knowingly use or knowingly permit the use of such Trademark in violation of any third party rights.

(c) Each Grantor (either itself or through licensees) will, for each work covered by a material Copyright, continue to publish, reproduce, display, adopt and distribute the work with appropriate copyright notice as necessary and sufficient to establish and preserve its maximum rights under applicable copyright laws.

(d) Each Grantor shall notify the Collateral Agent immediately if it knows that any Patent, Trademark or Copyright or trade secret material to the conduct of its business may become abandoned, lost or dedicated to the public, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, United States Copyright Office or any court or similar office of any country) regarding such Grantor's ownership of any Patent, Trademark or Copyright, its right to register the same, or to keep and maintain the same.

(e) In no event shall any Grantor, either itself or through any agent, employee, licensee or designee, file an application for any Patent (or for the registration of any Trademark or Copyright) with the United States Patent and Trademark Office, United States Copyright Office or any office or agency in any political subdivision of the United States or in any other country or any political subdivision thereof, unless it promptly informs the Collateral Agent, and, upon request of the Collateral Agent, executes and delivers any and all agreements, instruments, documents and papers as the Collateral Agent may reasonably request to evidence the Collateral Agent's security interest in such Patent, Trademark or Copyright, and each Grantor hereby appoints the Collateral Agent as its attorney-in-fact to execute and file such writings for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed; such power, being coupled with an interest, is irrevocable.

(f) Each Grantor will take all necessary steps that are consistent with the practice in any proceeding before the United States Patent and Trademark Office, United States Copyright Office or any office or agency in any political subdivision of the United States or in any other country or any political subdivision thereof, to maintain and pursue each material application relating to the Patents, Trademarks and/or Copyrights (and to obtain the relevant grant or registration) and to maintain each issued Patent and each registration of the Trademarks and Copyrights that is material to the conduct of any Grantor's business, including timely filings of applications for renewal, affidavits of use, affidavits of incontestability and payment of maintenance fees, and, if consistent with good business judgment, to initiate opposition, interference and cancellation proceedings against third parties.

(g) In the event that any Grantor has reason to believe that any Collateral consisting of a Patent, Trademark or Copyright material to the conduct of any Grantor's business has been or is about to be infringed, misappropriated or diluted by a third party, such Grantor promptly shall notify the Collateral Agent and shall, if consistent with good business judgment, promptly sue for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution, and take such other actions as are appropriate under the circumstances to protect such Collateral.

(h) Upon and during the continuance of an Event of Default, each Grantor shall, at the written request of the Collateral Agent, use its reasonable efforts to obtain all requisite consents or approvals by the licensor of each Copyright License, Patent License or Trademark License to

effect the assignment of all of such Grantor's right, title and interest thereunder to the Collateral Agent or its designee.

ARTICLE V

Collections

SECTION 5.01. *Lockbox System.* (a) The Company has established with Bank of America/ Montgomery Securities a system of lockboxes and related deposit accounts into which the proceeds of Accounts Receivable and Inventory are deposited. Within 30 days after the Closing Date, the Company will ensure that the existing system of lockboxes and related deposit accounts becomes subject to the control of the Collateral Agent pursuant to the Lockbox and Depository Agreement and is held by the Sub-Agent for the ratable benefit of the Collateral Agent and the other Secured Parties. If the Company and the Collateral Agent are unable to enter into such arrangements with the financial institution that maintains the existing system of lockboxes and related deposit accounts, then, within 45 days after the Closing Date the Company will establish with a financial institution that is mutually satisfactory to the Company and the Collateral Agent a new system of lockboxes and related deposit accounts that will be subject to the control of the Collateral Agent pursuant to the Lockbox and Depository Agreement (the existing system of lockboxes, or, if established, such new system of lockboxes, is referred to herein as the "*Lockbox System*").

(b) All Proceeds of Inventory and Accounts Receivable that have been received on any Business Day through the Lockbox System will be transferred into the Concentration Account on such Business Day to the extent required by the applicable Lockbox and Depository Agreement.

(c) Upon execution of the Lockbox and Depository Agreement, the Concentration Account will be, and shall remain, under the sole dominion and control of the Collateral Agent. Each Grantor acknowledges and agrees that (i) such Grantor has no right of withdrawal from the Collection Deposit Accounts and, except as provided below or in the Lockbox and Depository Agreement, such Grantor has no right of withdrawal from the Concentration Account, (ii) the funds on deposit in the Concentration Account shall continue to be collateral security for all of the Obligations and (iii) upon the occurrence and during the continuance of an Event of Default, at the Collateral Agent's election, the funds on deposit in the Concentration Account shall be applied as provided in Section 6.02. So long as no Event of Default has occurred and is continuing, the Sub-Agent shall promptly remit any funds on deposit in the Concentration Account to such account and in such amounts as the Company may from time to time instruct.

(d) Effective upon notice to the Company and the Sub-Agent from the Collateral Agent after the occurrence and during the continuance of an Event of Default (which notice may be given by telephone if promptly confirmed in writing), the Concentration Account will, without any further action on the part of any Grantor, the Collateral Agent or the Sub-Agent, convert into a closed lockbox account under the exclusive dominion and control of the Collateral Agent in which funds are held subject to the rights of the Collateral Agent hereunder. Each Grantor irrevocably authorizes the Collateral Agent to notify the Sub-Agent (i) of the occurrence of an Event of Default and (ii) of the matters referred to in this paragraph (d). Following the occurrence and during the continuance of an Event of Default, the Collateral Agent may instruct (with a copy of such instruction sent concurrently to the Company) the Sub-Agent to transfer immediately all funds held in each Collection Deposit Account or the Concentration Account to such account as the Collateral Agent may designate.

SECTION 5.02. *Collections.* (a) The Grantors agree (i) to notify and direct promptly each Account Debtor and every other person obligated to make payments on Accounts Receivable or in respect of any Inventory to make all such payments directly to the Lockbox System

established in accordance with Section 5.01, (ii) to use all reasonable efforts to cause each Account Debtor and every other person identified in clause (i) above to make all payments with respect to Accounts Receivable and Inventory directly to such Lockbox System and (iii) promptly to deposit all payments received by it on account of Accounts Receivable and Inventory, whether in the form of cash, checks, notes, drafts, bills of exchange, money orders or otherwise, in the Lockbox System in precisely the form in which received (but with any endorsements of the Company necessary for deposit or collection), and until they are so deposited such payments shall be held by the Company solely for and as the property of the Collateral Agent.

(b) Without the prior written consent of the Collateral Agent, no Grantor shall, in a manner adverse to the Lenders, change the general instructions given to Account Debtors in respect of payment on Accounts to be deposited in the Lockbox System. Until the Collateral Agent shall have advised the Grantors to the contrary following the occurrence and during the continuance of an Event of Default, each Grantor shall, and the Collateral Agent hereby authorizes each Grantor to, enforce and collect all amounts owing on the Inventory and Accounts Receivable, for the benefit and on behalf of the Collateral Agent and the other Secured Parties; *provided, however*, that such privilege may at the option of the Collateral Agent be terminated upon the occurrence and during the continuance of any Event of Default.

SECTION 5.03. *Power of Attorney.* Each Grantor irrevocably makes, constitutes and appoints the Collateral Agent (and all officers, employees or agents designated by the Collateral Agent) as such Grantor's true and lawful agent and attorney-in-fact, and in such capacity the Collateral Agent shall have the right, with power of substitution for each Grantor and in each Grantor's name or otherwise, for the use and benefit of the Collateral Agent and the Secured Parties, upon the occurrence and during the continuance of an Event of Default (a) to receive, endorse, assign and/or deliver any and all notes, acceptances, checks, drafts, money orders or other evidences of payment relating to the Collateral or any part thereof; (b) to demand, collect, receive payment of, give receipt for and give discharges and releases of all or any of the Collateral; (c) to sign the name of any Grantor on any invoice or bill of lading relating to any of the Collateral; (d) to send verifications of Accounts Receivable to any Account Debtor; (e) to commence and prosecute any and all suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect or otherwise realize on all or any of the Collateral or to enforce any rights in respect of any Collateral; (f) to settle, compromise, compound, adjust or defend any actions, suits or proceedings relating to all or any of the Collateral; (g) to notify, or to require any Grantor to notify, Account Debtors to make payment directly to the Collateral Agent; and (h) to use, sell, assign, transfer, pledge, make any agreement with respect to or otherwise deal with all or any of the Collateral, and to do all other acts and things necessary to carry out the purposes of this Agreement, as fully and completely as though the Collateral Agent were the absolute owner of the Collateral for all purposes; *provided, however*, that nothing herein contained shall be construed as requiring or obligating the Collateral Agent or any Secured Party to make any commitment or to make any inquiry as to the nature or sufficiency of any payment received by the Collateral Agent or any Secured Party, or to present or file any claim or notice, or to take any action with respect to the Collateral or any part thereof or the moneys due or to become due in respect thereof or any property covered thereby, and no action taken or omitted to be taken by the Collateral Agent or any Secured Party with respect to the Collateral or any part thereof shall give rise to any defense, counterclaim or offset in favor of any Grantor or to any claim or action against the Collateral Agent or any Secured Party. It is understood and agreed that the appointment of the Collateral Agent as the agent and attorney-in-fact of the Grantors for the purposes set forth above is coupled with an interest and is irrevocable. The provisions of this Section shall in no event relieve any Grantor of any of its obligations hereunder or under any other Loan Document with respect to the Collateral or any part thereof or impose any obligation on the Collateral Agent or any Secured Party to proceed in any particular manner with respect to the Collateral or any part thereof, or in any way limit the exercise by the Collateral Agent or any Secured Party of any other or further right which it may have on the date of this Agreement or hereafter, whether hereunder, under any other Loan Document, by law or otherwise.

ARTICLE VI

Remedies

SECTION 6.01. *Remedies upon Default.* Upon the occurrence and during the continuance of an Event of Default, each Grantor agrees to deliver each item of Collateral to the Collateral Agent on demand, and it is agreed that the Collateral Agent shall have the right to take any of or all the following actions at the same or different times: (a) with respect to any Collateral consisting of Intellectual Property, on demand, to cause the Security Interest to become an assignment, transfer and conveyance of any of or all such Collateral by the applicable Grantors to the Collateral Agent, or to license or sublicense, whether general, special or otherwise, and whether on an exclusive or non-exclusive basis, any such Collateral throughout the world on such terms and conditions and in such manner as the Collateral Agent shall reasonably determine (other than in violation of any law, statute, rule, regulation or then-existing licensing arrangements to the extent that waivers cannot be obtained), and (b) with or without legal process and with or without prior notice or demand for performance, to take possession of the Collateral and without liability for trespass to enter any premises where the Collateral may be located for the purpose of taking possession of or removing the Collateral and, generally, to exercise any and all rights afforded to a secured party under the Uniform Commercial Code or other applicable law. Without limiting the generality of the foregoing, each Grantor agrees that the Collateral Agent shall have the right, subject to the mandatory requirements of applicable law, to sell or otherwise dispose of all or any part of the Collateral, at public or private sale or at any broker's board or on any securities exchange, for cash, upon credit or for future delivery as the Collateral Agent shall deem appropriate. The Collateral Agent shall be authorized at any such sale (if it deems it advisable to do so) to restrict the prospective bidders or purchasers to persons who will represent and agree that they are purchasing the Collateral for their own account for investment and not with a view to the distribution or sale thereof, and upon consummation of any such sale the Collateral Agent shall have the right to assign, transfer and deliver to the purchaser or purchasers thereof the Collateral so sold. Each such purchaser at any such sale shall hold the property sold absolutely, free from any claim or right on the part of any Grantor, and each Grantor hereby waives (to the extent permitted by law) all rights of redemption, stay and appraisal which such Grantor now has or may at any time in the future have under any rule of law or statute now existing or hereafter enacted.

The Collateral Agent shall give the Grantors 10 Business Days' written notice (which each Grantor agrees is reasonable notice within the meaning of Section 9-504(3) of the Uniform Commercial Code as in effect in the State of New York or its equivalent in other jurisdictions) of the Collateral Agent's intention to make any sale of Collateral. Such notice, in the case of a public sale, shall state the time and place for such sale and, in the case of a sale at a broker's board or on a securities exchange, shall state the board or exchange at which such sale is to be made and the day on which the Collateral, or portion thereof, will first be offered for sale at such board or exchange. Any such public sale shall be held at such time or times within ordinary business hours and at such place or places as the Collateral Agent may fix and state in the notice (if any) of such sale. At any such sale, the Collateral, or portion thereof, to be sold may be sold in one lot as an entirety or in separate parcels, as the Collateral Agent may (in its sole discretion) determine. The Collateral Agent shall not be obligated to make any sale of any Collateral if it shall determine not to do so, regardless of the fact that notice of sale of such Collateral shall have been given. The Collateral Agent may, without notice or publication, adjourn any public or private sale or cause the same to be adjourned from time to time by announcement at the time and place fixed for sale, and such sale may, without further notice, be made at the time and place to which the same was so adjourned. In case any sale of all or any part of the Collateral is made on credit or for future delivery, the Collateral so sold may be retained by the Collateral Agent until the sale price is paid by the purchaser or purchasers thereof, but the Collateral Agent shall not incur any liability in case any such purchaser or purchasers shall fail to take up and pay for the Collateral so sold and, in case of any such failure, such Collateral may be sold again upon like notice. At any public (or, to the extent permitted by law, private) sale made pursuant to this Section, any Secured Party may bid for or purchase, free (to the extent permitted by law) from any right of redemption, stay, valuation or

appraisal on the part of any Grantor (all said rights being also hereby waived and released to the extent permitted by law), the Collateral or any part thereof offered for sale and may make payment on account thereof by using any claim then due and payable to such Secured Party from any Grantor as a credit against the purchase price, and such Secured Party may, upon compliance with the terms of sale, hold, retain and dispose of such property without further accountability to any Grantor therefor. For purposes hereof, a written, binding agreement to purchase the Collateral or any portion thereof shall be treated as a sale thereof; the Collateral Agent shall be free to carry out such sale pursuant to such agreement and no Grantor shall be entitled to the return of the Collateral or any portion thereof subject thereto, notwithstanding the fact that after the Collateral Agent shall have entered into such an agreement all Events of Default shall have been remedied and the Obligations paid in full. As an alternative to exercising the power of sale herein conferred upon it, the Collateral Agent may proceed by a suit or suits at law or in equity to foreclose this Agreement and to sell the Collateral or any portion thereof pursuant to a judgment or decree of a court or courts having competent jurisdiction or pursuant to a proceeding by a court-appointed receiver.

SECTION 6.02. *Application of Proceeds.* The Collateral Agent shall apply the proceeds of any collection or sale of the Collateral, as well as any Collateral consisting of cash, as follows:

FIRST, to the payment of all costs and expenses incurred by the Administrative Agent or the Collateral Agent (in its capacity as such hereunder or under any other Loan Document) in connection with such collection or sale or otherwise in connection with this Agreement or any of the Obligations, including all court costs and the fees and expenses of its agents and legal counsel, the repayment of all advances made by the Collateral Agent hereunder or under any other Loan Document on behalf of any Grantor and any other costs or expenses incurred in connection with the exercise of any right or remedy hereunder or under any other Loan Document;

SECOND, to the payment in full of the Obligations (the amounts so applied to be distributed among the Secured Parties pro rata in accordance with the amounts of the Obligations owed to them on the date of any such distribution); and

THIRD, to the Grantors, their successors or assigns, or as a court of competent jurisdiction may otherwise direct.

The Collateral Agent shall have absolute discretion as to the time of application of any such proceeds, moneys or balances in accordance with this Agreement. Upon any sale of the Collateral by the Collateral Agent (including pursuant to a power of sale granted by statute or under a judicial proceeding), the receipt of the Collateral Agent or of the officer making the sale shall be a sufficient discharge to the purchaser or purchasers of the Collateral so sold and such purchaser or purchasers shall not be obligated to see to the application of any part of the purchase money paid over to the Collateral Agent or such officer or be answerable in any way for the misapplication thereof.

SECTION 6.03. *Grant of License to Use Intellectual Property.* For the purpose of enabling the Collateral Agent to exercise rights and remedies under this Article at such time as the Collateral Agent shall be lawfully entitled to exercise such rights and remedies, each Grantor hereby grants to the Collateral Agent an irrevocable, non-exclusive license (exercisable solely at such time and exercisable without payment of royalty or other compensation to the Grantors) to use, license or sub-license any of the Collateral consisting of Intellectual Property now owned or hereafter acquired by such Grantor, and wherever the same may be located, and including in such license reasonable access to all media in which any of the licensed items may be recorded or stored and to all computer software and programs used for the compilation or printout thereof. The use of such license by the Collateral Agent shall be exercised, at the option of the Collateral Agent, solely upon the occurrence and during the continuation of an Event of Default; *provided* that any license, sub-license or other transaction reasonably entered into by the Collateral Agent in

accordance herewith shall be binding upon the Grantors notwithstanding any subsequent cure of an Event of Default.

ARTICLE VII

Miscellaneous

SECTION 7.01. *Notices.* All communications and notices hereunder shall (except as otherwise expressly permitted herein) be in writing and given as provided in Section 10.01 of the Credit Agreement. All communications and notices hereunder to any Subsidiary Guarantor shall be given to it at its address or telecopy number set forth on Schedule I, with a copy to the Company.

SECTION 7.02. *Security Interest Absolute.* All rights of the Collateral Agent hereunder, the Security Interest and all obligations of the Grantors hereunder shall be absolute and unconditional irrespective of (a) any lack of validity or enforceability of the Credit Agreement, any other Loan Document, any agreement with respect to any of the Obligations or any other agreement or instrument relating to any of the foregoing, (b) any change in the time, manner or place of payment of, or in any other term of, all or any of the Obligations, or any other amendment or waiver of or any consent to any departure from the Credit Agreement, any other Loan Document or any other agreement or instrument, (c) any exchange, release or non-perfection of any Lien on other collateral, or any release or amendment or waiver of or consent under or departure from any guarantee, securing or guaranteeing all or any of the Obligations, or (d) any other circumstance that might otherwise constitute a defense available to, or a discharge of, any Grantor in respect of the Obligations or this Agreement.

SECTION 7.03. *Survival of Agreement.* All covenants, agreements, representations and warranties made by any Grantor herein and in the certificates or other instruments prepared or delivered in connection with or pursuant to this Agreement shall be considered to have been relied upon by the Secured Parties and shall survive the making by the Lenders of the Loans, and the execution and delivery to the Lenders of any notes evidencing such Loans, regardless of any investigation made by the Lenders or on their behalf, and shall continue in full force and effect until this Agreement shall terminate.

SECTION 7.04. *Binding Effect; Several Agreement.* This Agreement shall become effective as to any Grantor when a counterpart hereof executed on behalf of such Grantor shall have been delivered to the Collateral Agent and a counterpart hereof shall have been executed on behalf of the Collateral Agent, and thereafter shall be binding upon such Grantor and the Collateral Agent and their respective successors and assigns, and shall inure to the benefit of such Grantor, the Collateral Agent and the other Secured Parties and their respective successors and assigns, except that no Grantor shall have the right to assign or transfer its rights or obligations hereunder or any interest herein or in the Collateral (and any such assignment or transfer shall be void) except as expressly contemplated by this Agreement or the Credit Agreement. This Agreement shall be construed as a separate agreement with respect to each Grantor and may be amended, modified, supplemented, waived or released with respect to any Grantor without the approval of any other Grantor and without affecting the obligations of any other Grantor hereunder.

SECTION 7.05. *Successors and Assigns.* Whenever in this Agreement any of the parties hereto is referred to, such reference shall be deemed to include the successors and assigns of such party; and all covenants, promises and agreements by or on behalf of any Grantor or the Collateral Agent that are contained in this Agreement shall bind and inure to the benefit of their respective successors and assigns.

SECTION 7.06. *Collateral Agent's Fees and Expenses; Indemnification.* (a) Each Grantor jointly and severally agrees to pay upon demand to the Collateral Agent the amount of any

and all reasonable expenses, including the reasonable fees, disbursements and other charges of its counsel and of any experts or agents, which the Collateral Agent may incur in connection with (i) the administration of this Agreement, (ii) the custody or preservation of, or the sale of, collection from or other realization upon any of the Collateral, (iii) the exercise, enforcement or protection of any of the rights of the Collateral Agent hereunder or (iv) the failure of any Grantor to perform or observe any of the provisions hereof.

(b) Without limitation of its indemnification obligations under the other Loan Documents, each Grantor jointly and severally agrees to indemnify the Collateral Agent and the other Indemnitees against, and hold each of them harmless from, any and all losses, claims, damages, liabilities and related expenses, including reasonable fees, disbursements and other charges of counsel, incurred by or asserted against any of them arising out of, in any way connected with, or as a result of, the execution, delivery or performance of this Agreement or any claim, litigation, investigation or proceeding relating hereto or to the Collateral, whether or not any Indemnitee is a party thereto; *provided* that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of such Indemnitee.

(c) Any such amounts payable as provided hereunder shall be additional Obligations secured hereby and by the other Security Documents. The provisions of this Section 7.06 shall remain operative and in full force and effect regardless of the termination of this Agreement or any other Loan Document, the consummation of the transactions contemplated hereby, the repayment of any of the Loans, the invalidity or unenforceability of any term or provision of this Agreement or any other Loan Document, or any investigation made by or on behalf of the Collateral Agent or any Lender. All amounts due under this Section 7.06 shall be payable on written demand therefor.

SECTION 7.07. GOVERNING LAW. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

SECTION 7.08. *Waivers; Amendment.* (a) No failure or delay of the Collateral Agent in exercising any power or right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the Collateral Agent hereunder and of the Collateral Agent, the Issuing Bank, the Administrative Agent and the Lenders under the other Loan Documents are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provisions of this Agreement or any other Loan Document or consent to any departure by any Grantor therefrom shall in any event be effective unless the same shall be permitted by paragraph (b) below, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. No notice to or demand on any Grantor in any case shall entitle such Grantor or any other Grantor to any other or further notice or demand in similar or other circumstances.

(b) Neither this Agreement nor any provision hereof may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by the Collateral Agent and the Grantor or Grantors with respect to which such waiver, amendment or modification is to apply, subject to any consent required in accordance with Section 10.08 of the Credit Agreement.

SECTION 7.09. WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS. EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS

REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS, AS APPLICABLE, BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 7.09.

SECTION 7.10. *Severability.* In the event any one or more of the provisions contained in this Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 7.11 *Counterparts.* This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract (subject to Section 7.04), and shall become effective as provided in Section 7.04. Delivery of an executed signature page to this Agreement by facsimile transmission shall be effective as delivery of a manually executed counterpart hereof.

SECTION 7.12. *Headings.* Article and Section headings used herein are for the purpose of reference only, are not part of this Agreement and are not to affect the construction of, or to be taken into consideration in interpreting, this Agreement.

SECTION 7.13. *Jurisdiction; Consent to Service of Process.* (a) Each Grantor hereby irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of any New York State court or Federal court of the United States of America sitting in New York City, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement or the other Loan Documents, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York State or, to the extent permitted by law, in such Federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement shall affect any right that the Collateral Agent, the Administrative Agent, the Issuing Bank or any Lender may otherwise have to bring any action or proceeding relating to this Agreement or the other Loan Documents against any Grantor or its properties in the courts of any jurisdiction.

(b) Each Grantor hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement or the other Loan Documents in any New York State or Federal court. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(c) Each party to this Agreement irrevocably consents to service of process in the manner provided for notices in Section 7.01. Nothing in this Agreement will affected the right of any party to this Agreement to serve process in any other manner permitted by law.

SECTION 7.14. *Termination.* This Agreement, the Security Interest and the license contemplated by Section 6.03 shall terminate when all the Obligations have been indefeasibly paid in full, the Lenders have no further commitment to lend, the L/C Exposure has been reduced to zero and the Issuing Bank has no further commitment to issue Letters of Credit under the Credit

Agreement, at which time the Collateral Agent shall promptly return to the Grantors any Collateral in its possession and shall promptly execute and deliver to the Grantors, at the Grantors' expense, all Uniform Commercial Code termination statements and similar documents which the Grantors shall reasonably request to evidence such termination. Any execution and delivery of termination statements or documents pursuant to this Section 7.14 shall be without recourse to or warranty by the Collateral Agent. A Subsidiary Guarantor shall automatically be released from its obligations hereunder and the Security Interest in the Collateral of such Subsidiary Guarantor shall be automatically released in the event that all the capital stock of such Subsidiary Guarantor shall be sold, transferred or otherwise disposed of to a person that is not an Affiliate of the Company in accordance with the terms of the Credit Agreement; *provided* that the Required Lenders shall have consented to such sale, transfer or other disposition (to the extent required by the Credit Agreement).

SECTION 7.15. *Additional Grantors.* Upon execution and delivery by the Collateral Agent and a Subsidiary of an instrument in the form of Annex 2 hereto, such Subsidiary shall become a Grantor hereunder with the same force and effect as if originally named as a Grantor herein. The execution and delivery of any such instrument shall not require the consent of any Grantor hereunder. The rights and obligations of each Grantor hereunder shall remain in full force and effect notwithstanding the addition of any new Grantor as a party to this Agreement.

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

BRIDGEPORT ACQUISITION CORPORATION,

by: _____
Name:
Title:

EACH OF THE SUBSIDIARY GUARANTORS LISTED ON SCHEDULE I HERETO,

by: _____
Name: Bruce L. Lev
Title: Authorized Officer

MICRO WAREHOUSE, INC.,

by: _____
Name: Bruce L. Lev
Title: Executive Vice President of Legal and Corporate Affairs and Secretary

BRIDGEPORT HOLDINGS INC.,

by: _____
Name:
Title:

CREDIT SUISSE FIRST BOSTON, as Collateral Agent,

by: _____
Name:
Title:

by: _____
Name:
Title:

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

BRIDGEPORT ACQUISITION CORPORATION,

by: Alfred D. Boyer
Name: Alfred D. Boyer
Title: VP & Secretary

MICRO WAREHOUSE, INC.,

by: _____
Name:
Title:

EACH OF THE SUBSIDIARY GUARANTORS LISTED ON SCHEDULE I HERETO,

by: _____
Name:
Title: Authorized Officer

BRIDGEPORT HOLDINGS INC.,

by: Alfred D. Boyer
Name: Alfred D. Boyer
Title: VP & Secretary

CREDIT SUISSE FIRST BOSTON, as Collateral Agent,

by: _____
Name:
Title:

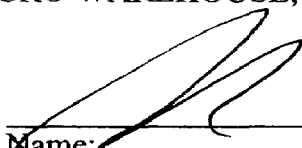
by: _____
Name:
Title:

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

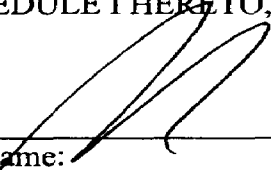
BRIDGEPORT ACQUISITION CORPORATION,

by: _____
Name:
Title:

MICRO WAREHOUSE, INC.,

by:  _____
Name:
Title:

EACH OF THE SUBSIDIARY GUARANTORS LISTED ON SCHEDULE I HERETO,

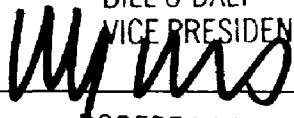
by:  _____
Name:
Title: Authorized Officer

BRIDGEPORT HOLDINGS INC.,

by: _____
Name:
Title:

CREDIT SUISSE FIRST BOSTON, as Collateral Agent,

by:  _____
Name: BILL O'DALY
Title: VICE PRESIDENT

by:  _____
Name: ROBERT HETU
Title: VICE PRESIDENT

SUBSIDIARY GUARANTORS

<u>Name</u>	<u>Address</u>
Micro Warehouse, Inc. of New Jersey	1720 Oak Street Lakewood, New Jersey 08701
Micro Warehouse, Inc. of Ohio	3666 State Route 73 South Wilmington, Ohio 45177
Micro Warehouse International, Inc.	535 Connecticut Avenue Norwalk, Connecticut 06854

U.S. Copyrights Owned by Micro Warehouse, Inc.

SEE ATTACHED

UNITED STATES COPYRIGHTS OWNED BY MICRO WAREHOUSE, INC.

<u>Title</u>	<u>Registration Number</u>	<u>Date of Registration</u>
Mac Warehouse Catalog Volume 40 Published February 21, 1995	TX-4-086-350	February 16, 1996
Mac Warehouse Catalog Volume 49.0 Published November 28, 1995	TX-4-305-476	February 16, 1996
135MB Removable Cartridge Photoprint Published August 29, 1995	VA-744-620	February 13, 1996

NONE

NONE

NONE

Licenses Granted by Micro Warehouse, Inc.

SEE ATTACHED

Trademarks Licensed to Micro Warehouse, Inc.

Copia International, Ltd. is the current owner of the FAX FACTS mark. Micro Warehouse, Inc. has a license to use the FAXFACTS mark in the United States pursuant to an oral agreement between Copia International Ltd. and Micro Warehouse, Inc.

Micro Warehouse, Inc. assigned the WINDOWS WAREHOUSE mark to Microsoft Corporation (the current owner) and received a license back to use such mark worldwide. The written license and assignment agreements between Microsoft Corporation and Micro Warehouse, Inc. are dated February 4, 1994.

On August 27, 1991, Micro Warehouse, Inc. entered into a written perpetual license agreement with Ms. Kerry Marotta to use Ms. Marotta's likeness in Micro Warehouse, Inc.'s advertising and promotional materials.

Licenses Granted by Micro Warehouse, Inc. of New Jersey

NONE

Licenses Granted by Micro Warehouse, Inc. of Ohio

NONE

NONE

Patents Owned by Micro Warehouse, Inc.

NONE

NONE

NONE

NONE

Trademarks/Trade Names

SEE ATTACHED

[Form Of]
PERFECTION CERTIFICATE */

Reference is made to (a) the Credit Agreement dated as of January 31, 2000 (as amended, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), among Micro Warehouse, Inc. (the "*Company*"), Bridgeport Acquisition Corporation ("*BAC*"), Bridgeport Holdings Inc. ("*Holdings*"), the lenders from time to time party thereto (the "*Lenders*"), Credit Suisse First Boston, as administrative agent for the Lenders (in such capacity, the "*Administrative Agent*"), Collateral Agent, swingline lender and issuing bank (in such capacity, the "*Issuing Bank*"), (b) the Parent Guarantee Agreement dated as of January 31, 2000 (as amended, supplemented or otherwise modified from time to time, the "*Parent Guarantee Agreement*"), between Holdings and the Collateral Agent and (c) the Subsidiary Guarantee Agreement dated as of January 31, 2000 (as amended, supplemented or otherwise modified from time to time, the "*Subsidiary Guarantee Agreement*"), among the Subsidiary Guarantors and the Collateral Agent.

The undersigned, a Financial Officer and a Legal Officer, respectively, of the Borrowers, hereby certify to the Collateral Agent and each other Secured Party as follows:

1. *Names.*

(a) The exact corporate name of each Grantor, as such name appears in its respective certificate of incorporation, is as follows:

(b) Set forth below is each other corporate name each Grantor has had in the past five years, together with the date of the relevant change:

(c) Except as set forth in Schedule 1 hereto, no Grantor has changed its identity or corporate structure in any way within the past five years. Changes in identity or corporate structure would include mergers, consolidations and acquisitions, as well as any change in the form, nature or jurisdiction of corporate organization. If any such change has occurred, include in Schedule 1 the information required by Sections 1 and 2 of this certificate as to each acquiree or constituent party to a merger or consolidation.

(d) The following is a list of all other names (including trade names or similar appellations) used by each Grantor or any of its divisions or other business units in connection with the conduct of its business or the ownership of its properties at any time during the past five years:

(e) Set forth below is the Federal Taxpayer Identification Number of each Grantor:

2. *Current Locations.*

(a) The chief executive office of each Grantor is located at the address set forth opposite its name below:

<u>Grantor</u>	<u>Mailing Address</u>	<u>County</u>	<u>State</u>
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* This Perfection Certificate will be given in two parts, with a Financial Officer and legal officer of Holdings certifying to the requested information with respect to Holdings and BAC and a Financial Officer and legal officer of the Company certifying to the requested information with respect to the Company and its Subsidiaries.

(b) Set forth below opposite the name of each Grantor are all locations where such Grantor maintains any books or records relating to any Accounts Receivable (with each location at which chattel paper, if any, is kept being indicated by an “*”):

<u>Grantor</u>	<u>Mailing Address</u>	<u>County</u>	<u>State</u>
----------------	------------------------	---------------	--------------

(c) Set forth below opposite the name of each Grantor are all the places of business of such Grantor not identified in paragraph (a) or (b) above:

<u>Grantor</u>	<u>Mailing Address</u>	<u>County</u>	<u>State</u>
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(d) Set forth below opposite the name of each Grantor are all the locations where such Grantor maintains any Collateral not identified above:

<u>Grantor</u>	<u>Mailing Address</u>	<u>County</u>	<u>State</u>
----------------	------------------------	---------------	--------------

(e) Set forth below opposite the name of each Grantor are the names and addresses of all persons other than such Grantor that have possession of any of the Collateral of such Grantor:

<u>Grantor</u>	<u>Mailing Address</u>	<u>County</u>	<u>State</u>
----------------	------------------------	---------------	--------------

3. *Unusual Transactions.* All Accounts Receivable have been originated by the Grantors and all Inventory has been acquired by the Grantors in the ordinary course of business.

4. *File Search Reports.* Attached hereto as Schedule 4(A) are true copies of file search reports from the Uniform Commercial Code filing offices where filings described in Section 3.19 of the Credit Agreement are to be made. Attached hereto as Schedule 4(B) is a true copy of each financing statement or other filing identified in such file search reports.

5. *UCC Filings.* Duly signed financing statements on Form UCC-1 in substantially the form of Schedule 5 hereto have been prepared for filing in the Uniform Commercial Code filing office in each jurisdiction where a Grantor has Collateral as identified in Section 2 hereof.

6. *Schedule of Filings.* Attached hereto as Schedule 6 is a schedule setting forth, with respect to the filings described in Section 5 above, each filing and the filing office in which such filing is to be made.

7. *Filing Fees.* All filing fees and taxes payable in connection with the filings described in Section 5 above have been paid.

8. *Stock Ownership.* Attached hereto as Schedule 8 is a true and correct list of all the duly authorized, issued and outstanding stock of each subsidiary of each Grantor and the record and beneficial owners of such stock. Also set forth on Schedule 8 is each equity Investment of each Grantor that represents 50% or less of the equity of the entity in which such investment was made.

9. *Notes.* Attached hereto as Schedule 9 is a true and correct list of all notes held by each Grantor to which a Grantor is a party.

10. *Advances.* Attached hereto as Schedule 10 is (a) a true and correct list of all advances made by or to each Grantor, which advances will be on and after the date hereof evidenced by one or more intercompany notes pledged to the Collateral Agent under the Pledge Agreement, and (b) a true and correct list of all unpaid intercompany transfers of goods sold and delivered by or to each Grantor.

IN WITNESS WHEREOF, the undersigned have duly executed this certificate on this [] day of January, 2000.

by: _____
Name:
Title:[Financial Officer]

by: _____
Name:
Title: [Legal Officer]

SUPPLEMENT NO. ___ dated as of _____, to the Security Agreement dated as of January 31, 2000, among Micro Warehouse, Inc., a Delaware corporation (the "*Company*"), Bridgeport Acquisition Corporation, a Delaware corporation ("*BAC*"), Bridgeport Holdings Inc., a Delaware corporation ("*Holdings*"), each subsidiary of the Company listed on Schedule I thereto (each such subsidiary individually a "*Subsidiary Guarantor*" and collectively, the "*Subsidiary Guarantors*"; the Subsidiary Guarantors, Holdings and the Borrowers are referred to collectively herein as the "*Grantors*") and Credit Suisse First Boston, a bank organized under the laws of Switzerland, acting through its New York branch ("*CSFB*"), as collateral agent (in such capacity, the "*Collateral Agent*") for the Secured Parties (as defined herein).

A. Reference is made to (a) the Credit Agreement dated as of January 31, 2000 (as amended, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), among the Borrowers, Holdings, the lenders from time to time party thereto (the "*Lenders*"), CSFB, as administrative agent for the Lenders (in such capacity, the "*Administrative Agent*"), Collateral Agent, swingline lender and issuing bank (in such capacity, the "*Issuing Bank*"), (b) the Parent Guarantee Agreement dated as of January 31, 2000 (as amended, supplemented or otherwise modified from time to time, the "*Parent Guarantee Agreement*"), between Holdings and the Collateral Agent and (c) the Subsidiary Guarantee Agreement dated as of January 31, 2000 (as amended, supplemented or otherwise modified from time to time, the "*Subsidiary Guarantee Agreement*"), among the Subsidiary Guarantors and the Collateral Agent.

B. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Security Agreement and the Credit Agreement.

C. The Grantors have entered into the Security Agreement in order to induce the Lenders to make Loans and the Issuing Bank to issue Letters of Credit. Section 7.15 of Security Agreement provides that additional Subsidiaries of the Company may become Grantors under the Security Agreement by execution and delivery of an instrument in the form of this Supplement. The undersigned Subsidiary (the "*New Grantor*") is executing this Supplement in accordance with the requirements of the Credit Agreement to become a Grantor under the Security Agreement in order to induce the Lenders to make additional Loans and the Issuing Bank to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued.

Accordingly, the Collateral Agent and the New Grantor agree as follows:

SECTION 1. In accordance with Section 7.15 of the Security Agreement, the New Grantor by its signature below becomes a Grantor under the Security Agreement with the same force and effect as if originally named therein as a Grantor and the New Grantor hereby (a) agrees to all the terms and provisions of the Security Agreement applicable to it as a Grantor thereunder and (b) represents and warrants that the representations and warranties made by it as a Grantor thereunder are true and correct on and as of the date hereof. In furtherance of the foregoing, the New Grantor, as security for the payment and performance in full of the Obligations (as defined in the Security Agreement), does hereby create and grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, their successors and assigns, a security interest in and lien on all of the New Grantor's right, title and interest in and to the Collateral (as defined in the Security Agreement) of the New Grantor. Each reference to a "Grantor" in the Security Agreement shall be deemed to include the New Grantor. The Security Agreement is hereby incorporated herein by reference.

SECTION 2. The New Grantor represents and warrants to the Collateral Agent and the other Secured Parties that this Supplement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms.

SECTION 3. This Supplement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Supplement shall become effective when the Collateral Agent shall

have received counterparts of this Supplement that, when taken together, bear the signatures of the New Grantor and the Collateral Agent. Delivery of an executed signature page to this Supplement by facsimile transmission shall be as effective as delivery of a manually signed counterpart of this Supplement.

SECTION 4. The New Grantor hereby represents and warrants that (a) set forth on Schedule I attached hereto is a true and correct schedule of the location of any and all Collateral of the New Grantor and (b) set forth under its signature hereto, is the true and correct location of the chief executive office of the New Grantor.

SECTION 5. Except as expressly supplemented hereby, the Security Agreement shall remain in full force and effect.

SECTION 6. THIS SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 7. In case any one or more of the provisions contained in this Supplement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 8. All communications and notices hereunder shall be in writing and given as provided in Section 7.01 of the Security Agreement. All communications and notices hereunder to the New Grantor shall be given to it at the address set forth under its signature below.

SECTION 9. The New Grantor agrees to reimburse the Collateral Agent for its reasonable out-of-pocket expenses in connection with this Supplement, including the reasonable fees, other charges and disbursements of counsel for the Collateral Agent.

IN WITNESS WHEREOF, the New Grantor and the Collateral Agent have duly executed this Supplement to the Security Agreement as of the day and year first above written.

[Name of New Grantor],

by: _____
Name:
Title:
Address:

CREDIT SUISSE FIRST BOSTON, as Collateral Agent,

by: _____
Name:
Title:

by: _____
Name:
Title:

LOCATION OF COLLATERAL

Description

Location