

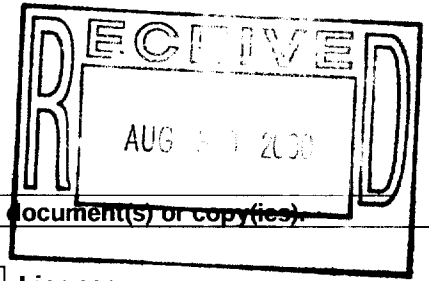
09-18-2000



101459356

MRD 8.30.00

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY



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

Submission Type

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

Conveyance Type

- Assignment
- License
- Security Agreement
- Nunc Pro Tunc Assignment  
Effective Date  
Month Day Year  
 08  2000
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name

Formerly

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

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

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

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

8-2000 JFALLAP2 00000337 75316722  
40,00 JF

FOR OFFICE USE ONLY

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

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

#

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

Mark if additional numbers attached

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

**Trademark Application Number(s)**

**Registration Number(s)**

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

<input type="text" value="75316722"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

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

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

**Statement and Signature**

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

MELISSA M. LOPES

Name of Person Signing

*Melissa Lopes*

Signature

8/28/00

Date Signed

# INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (together with all amendments, if any, from time to time hereto, this "Agreement"), dated as of August 25, 2000, is made by EACH OF THE GRANTORS SIGNATORY HERETO AND EACH ADDITIONAL PARTY THAT BECOMES A GRANTOR HERETO PURSUANT TO SECTION 8 HEREOF (each, a "Grantor" and collectively, "Grantors"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a New York corporation, in its capacity as agent for Lenders ("Agent").

## W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among AMC Computer Corp., a New York corporation ("Borrower"), the other Credit Parties signatory thereto (including certain Grantors), Agent and KEY CORPORATE CAPITAL INC., a Michigan corporation, as Co-Lead Arranger and Syndication Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make Loans to, and incur Letter of Credit Obligations on behalf of, Borrower; and

WHEREAS, in order to induce Agent and Lenders to make the Loans and incur the Letter of Credit Obligations as provided for in the Credit Agreement, Pledgors have agreed to execute and deliver this Agreement to Agent;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors hereby agree as follows:

### 1. DEFINED TERMS.

(a) Unless otherwise defined herein, all capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A to the Credit Agreement.

(b) "Secured Obligations" means, collectively, (i) in the case of Borrower, all of its Obligations under the Credit Agreement and (ii) in the case of the other Grantors, all of their Guaranteed Obligations under the Guaranty.

2. GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL. To secure the complete and timely payment of all the Secured Obligations of Grantors now or hereafter existing from time to time, each

Grantor hereby pledges and grants to Agent, on behalf of Agent and Lenders, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Intellectual Property Collateral"):

- (a) all of its Patents and Patent Licenses to which it is a party including those referred to on Schedule I hereto;
- (b) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule II hereto;
- (c) all of its Copyrights and Copyright Licenses to which it is a party including those referred to on Schedule III hereto;
- (d) all reissues, continuations or extensions of the foregoing;
- (e) all goodwill of the business connected with the use of, and symbolized by, each Patent, each Patent License, each Trademark, each Trademark License, each Copyright and each Copyright License; and
- (f) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Patent or Patent licensed under any Patent License, (ii) injury to the goodwill associated with any Patent or any Patent licensed under any Patent License, (iii) infringement or dilution of any Trademark or Trademark licensed under any Trademark License, (iv) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License, (v) infringement or dilution of any Copyright or Copyright licensed under any Copyright License, and (vi) injury to the goodwill associated with any Copyright or any Copyright licensed under any Copyright License.

3. REPRESENTATIONS AND WARRANTIES. Each Grantor jointly and severally represents and warrants that such Grantor does not have any interest in, or title to, any Patent, Trademark or Copyright except as set forth in Schedule I, Schedule II and Schedule III, respectively, hereto. This Agreement is effective to create a valid and continuing Lien on and, upon the filing hereof with the United States Patent and Trademark Office and the United States Copyright Office, perfected security interests in favor of Agent in all of Grantors' Patents, Trademarks and Copyrights and such perfected security interests are enforceable as such as against any and all creditors of, and purchasers from, Grantors. Upon filing of this Agreement with the United States Patent and Trademark Office and the United States Copyright Office and the filing of appropriate financing statements listed on Schedule I to the Security Agreement, all action necessary or desirable to protect and perfect Agent's Lien on Grantors' Patents, Trademarks and Copyrights shall have been duly taken.

4. COVENANTS. Each Grantor jointly and severally covenants and agrees with Agent, on behalf of Agent and Lenders, that from and after the date of this Agreement and until the Termination Date:

(a) Each Grantor shall notify Agent immediately if it knows or has reason to know that any application or registration relating to any Patent, Trademark or Copyright (now or hereafter existing) may become abandoned or dedicated, 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, the United States Copyright Office or any court) regarding such Grantor's ownership of any Patent, Trademark or Copyright, its right to register the same, or to keep and maintain the same.

(b) In no event shall any Grantor, either directly or through any agent, employee, licensee or designee, file an application for the registration of any Patent, Trademark or Copyright with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency without giving Agent prior written notice thereof, and, upon request of Agent, such Grantor shall execute and deliver a supplement hereto (in form and substance satisfactory to Agent) to evidence Agent's Lien on such Patent, Trademark or Copyright, and the General Intangibles of such Grantor relating thereto or represented thereby.

(c) Each Grantor shall take all actions necessary or requested by Agent to maintain and pursue each application, to obtain the relevant registration and to maintain the registration of each of the Patents or Trademarks (now or hereafter existing), including the filing of applications for renewal, affidavits of use, affidavits of noncontestability and opposition and interference and cancellation proceedings.

(d) In the event that any of the Intellectual Property Collateral is infringed upon, or misappropriated or diluted by a third party, each Grantor shall notify Agent promptly after such Grantor learns thereof. Each Grantor shall, unless it shall reasonably determine that such Intellectual Property Collateral is in no way material to the conduct of its business or operations, promptly sue for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution, and shall take such other actions as Agent shall deem appropriate under the circumstances to protect such Intellectual Property Collateral.

5. SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

6. REINSTATEMENT. This Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against any Grantor for liquidation or reorganization, should any Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of any Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Secured Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Secured Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Secured Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

7. NOTICES. Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give and serve upon any other party any communication with respect to this Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be given in the manner, and deemed received, as provided for in the Credit Agreement.

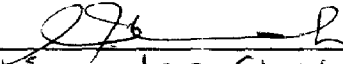
8. ADDITIONAL GRANTORS. The initial Grantors hereunder shall be the Borrower and those Affiliates of Borrower as are signatories hereto on the date hereof. From time to time subsequent to the date hereof, additional direct and indirect Subsidiaries of Borrower may become parties hereto, as additional Grantors (each, an "Additional Grantor"), by executing a counterpart of this Agreement substantially in the form of Exhibit A attached hereto. Upon delivery of any such counterpart to Agent, notice of which is hereby waived by the Grantors, each Additional Grantor shall be a Grantor and shall be as fully a party hereto as if such Additional Grantor were an original signatory hereto. Each Grantor expressly agrees that its obligations arising hereunder shall not be affected or diminished by the addition or release of any other Grantor hereunder nor by any election of Agent not to cause any Subsidiary of Borrower to become an Additional Grantor hereunder. This Agreement shall be fully effective as to any Grantor that is or becomes a party hereto regardless of whether any other Person becomes or fails to become or ceases to be a Grantor hereunder.

9. TERMINATION OF THIS SECURITY AGREEMENT. Subject to Section 6 hereof, this Agreement shall terminate upon the Termination Date.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

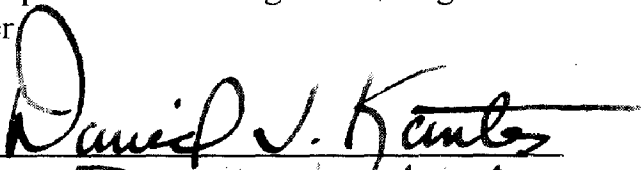
**AMC COMPUTER CORP.**

By:   
Name: Surinder Chabra  
Title: CEO

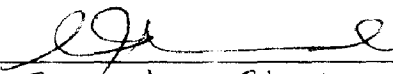
**AMC INVESTORS LLC**

By: MAPLEWOOD PARTNERS LP, as  
Manager

By: MapleWood Holdings LLC, its general  
partner

By:   
Name: David J. Kinter  
Title: Manager

**AMC COMPUTER CORP. (NJ)**

By:   
Name: Surinder Chabra  
Title: CEO

ACCEPTED and ACKNOWLEDGED by:

**GENERAL ELECTRIC CAPITAL  
CORPORATION**, as Agent

By: 

Name: Pieter Smit

Its: Duly Authorized Signatory



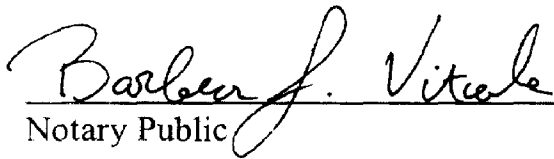
NOTARY PUBLIC CERTIFICATE

STATE OF NEW YORK

COUNTY OF NEW YORK

ss. \_\_\_\_\_

On this August 25, 2000 before me personally appeared Surinder Chabra, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of **AMC COMPUTER CORP.** who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

  
Notary Public

{seal}

My Commission Expires:


\_\_\_\_\_  
**BARBARA J. VITALE**  
Notary Public, State of New York  
No. 31-4740851  
Qualified in New York County  
Commission Expires Nov. 30, 2001

NOTARY PUBLIC CERTIFICATE

STATE OF NEW YORK )  
 )  
COUNTY OF NEW YORK )

ss. \_\_\_\_\_

On this August \_\_, 2000 before me personally appeared David Kantes, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of **AMC INVESTORS LLC** who being by me duly sworn did depose and say that he is an authorized officer of the general partner of the said limited liability company, that the said instrument was signed on behalf of said limited liability company as authorized by the Board of Directors of the general partner of the manager of the limited liability company and that he acknowledged said instrument to be the free act and deed of said limited liability company.

  
\_\_\_\_\_  
Notary Public

{seal}

My Commission Expires:

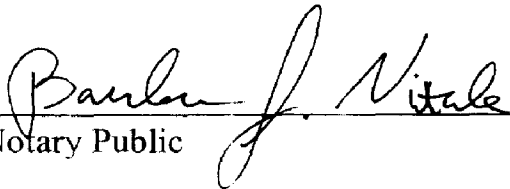
**BARBARA J. VITALE**  
\_\_\_\_\_  
Notary Public, State of New York  
No. 31-4740851  
Qualified in New York County  
Commission Expires Nov. 30, 2001

NOTARY PUBLIC CERTIFICATE

STATE OF NEW YORK     )  
  )  
COUNTY OF NEW YORK   )

ss. \_\_\_\_\_

On this August 25 2000 before me personally appeared Surinder Chabra, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of **AMC COMPUTER CORP. (NJ)** who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

  
\_\_\_\_\_  
Notary Public

{seal}

My Commission Expires:

BARBARA J. VITALE  
Notary Public, State of New York  
No. 31-4740851  
Qualified in New York County  
Commission Expires Nov. 30, 2001

SCHEDULE I  
to  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. PATENT REGISTRATIONS

<u>Grantor</u>	<u>Patent</u>	<u>Reg. No.</u>	<u>Date</u>
None.			

II. PATENT APPLICATIONS

<u>Grantor</u>	<u>Patent</u>	<u>Application No.</u>	<u>Date</u>
None.			

III. PATENT LICENSES

<u>Grantor</u>	<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
None.			

SCHEDULE II  
to  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. TRADEMARK REGISTRATIONS

<u>Grantor</u>	<u>Mark</u>	<u>Reg. No.</u>	<u>Date</u>
AMC Computer Corp.	AMC	75/316722	

II. TRADEMARK APPLICATIONS

<u>Grantor</u>	<u>Mark</u>	<u>Application No.</u>	<u>Date</u>
None.			

III. TRADEMARK LICENSES

<u>Grantor</u>	<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
None.			

SCHEDULE III  
to  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. COPYRIGHT REGISTRATIONS

<u>Grantor</u>	<u>Copyright</u>	<u>Reg. No.</u>	<u>Date</u>
None.			

II. COPYRIGHT APPLICATIONS

<u>Grantor</u>	<u>Copyright</u>	<u>Application No.</u>	<u>Date</u>
None.			

III. COPYRIGHT LICENSES

<u>Grantor</u>	<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
None.			

**EXHIBIT A**

**COUNTERPART TO INTELLECTUAL  
PROPERTY SECURITY AGREEMENT**

This counterpart, dated \_\_\_\_\_, 200\_\_ is delivered pursuant to Section 8 of that certain Intellectual Property Security Agreement dated as of August 25, 2000 (as from time to time amended, modified or supplemented, the "IP Security Agreement"; the terms defined therein and not otherwise defined herein being used as therein defined), among the Grantors signatory thereto and General Electric Capital Corporation, as Agent. The undersigned hereby agrees (i) that this counterpart may be attached to the IP Security Agreement, and (ii) that the undersigned will comply with and be subject to, including representations and warranties, all the terms and conditions of the IP Security Agreement as if it were an original signatory thereto.

[NAME OF ADDITIONAL GRANTOR]

By: \_\_\_\_\_  
Name:  
Title:

LAW OFFICES OF  
**PAUL, HASTINGS, JANOFSKY & WALKER LLP**

A LIMITED LIABILITY PARTNERSHIP INCLUDING PROFESSIONAL CORPORATION(S)

600 PEACHTREE ST., N.E., STE. 2400  
ATLANTA, GEORGIA 30308-2222  
TELEPHONE (404) 815-2400

695 TOWN CENTER DRIVE  
COSTA MESA, CALIFORNIA 92626-1924  
TELEPHONE (714) 668-6200

TOWER 42  
25 OLD BROAD STREET  
LONDON EC2N 1HQ  
TELEPHONE 44 (171) 562-4000

555 SOUTH FLOWER STREET  
LOS ANGELES, CALIFORNIA 90071-2371  
TELEPHONE (213) 683-6000

1055 WASHINGTON BOULEVARD  
STAMFORD, CONNECTICUT 06901-2217

TELEPHONE (203) 961-7400

FACSIMILE (203) 359-3031

INTERNET [www.phjw.com](http://www.phjw.com)

ROBERT P. HASTINGS (1910-1996)  
COUNSEL  
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LEONARD S. JANOFSKY  
CHARLES M. WALKER

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NEW YORK, NEW YORK 10022-4637  
TELEPHONE (212) 318-6000

345 CALIFORNIA STREET  
SAN FRANCISCO, CALIFORNIA 94104-2635  
TELEPHONE (415) 835-1600

ARK MORI BUILDING  
12-32, AKASAKA 1-CHOME  
MINATO-KU, TOKYO 107, JAPAN  
TELEPHONE (03) 3586-4711

1299 PENNSYLVANIA AVENUE, N.W.  
WASHINGTON, D.C. 20004-2400  
TELEPHONE (202) 508-9500

August 29, 2000

WRITER'S DIRECT ACCESS

(203) 921-2325  
[mmlopes@phjw.com](mailto:mmlopes@phjw.com)

OUR FILE NO

17317.00094

**VIA FEDERAL EXPRESS**

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

Re: General Electric Capital Corporation/AMC Computer Corp.

Dear Ladies and Gentlemen:

Enclosed please find one application for a security interest of certain trademarks being conveyed to General Electric Capital Corporation, as Agent with a check for \$40.00 for the recordation of such conveyance. Kindly acknowledge receipt by file stamping the enclosed copy of this letter and application and returning same to me in the enclosed self addressed stamped envelope.

If there are any questions, please do not hesitate to call me at (203) 921-2325.

Very truly yours,



Melissa M. Lopes  
Paralegal

Enclosures

STM/176192.1

RECORDED: 08/30/2000

TRADEMARK  
REEL: 002139 FRAME: 0176