

03-12-2001

ER SHEET  
VLY



To the Honorable Commissioner

101632127

he attached original documents or copy thereof.

5-12-01

1. Name of conveying party(ies):  
Hartford Computer Group, Inc.

Individual(s)  Association  
 General Partnership  Limited Liability  
 Corporation (Illinois)  
 Other \_\_\_\_\_

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

3-12-01

2. Name and address of receiving party(ies):  
Name: The CIT Group/Business Credit, Inc.  
Internal Address: 10 South LaSalle Street  
City: Chicago State: Illinois Zip: 60603

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State New York  
 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

3. Nature of conveyance:

Assignment  Merger  
 Security Agreement  Change of Name  
 Other \_\_\_\_\_

Execution Date: February 28, 2001

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

A. Trademark Application No.(s)  
75/646,710    75/646,707  
75/646,547    75/644,706

B. Trademark registration No.(s)  
2,214,799    2,213,049  
2,236,684    2,211,193    1,332,535

Additional numbers attached?  Yes  No

RECEIVED  
2001 MAR 22 AM 9:21  
ASSIGNMENT SERVICES

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: VEDDER,PRICE, KAUFMAN & KAMMHOLZ  
Attention: Tammy S. Settle  
Internal Address:  
  
Street Address: 222 North LaSalle Street  
Suite 2600  
City: Chicago State: Ill ZIP: 60601

6. Total number of applications and registrations involved: 9

7. Total Fee (37 CFR 3.41) ..... \$ 240.00  
 Enclosed  
 Authorized to be charged to deposit account (Any Deficiencies)

8. Deposit account number: 22-0259  
 (Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

01 FC:481 40.00 DP  
02 FC:482 200.00 DP

24DE

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.

Tammy S. Settle Signature MARCH 8, 2001 Date  
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 11

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

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

**GRANT OF SECURITY INTEREST IN  
PATENTS, TRADEMARKS AND LICENSES**

THIS GRANT OF SECURITY INTEREST IN PATENTS, TRADEMARKS AND LICENSES (this "Agreement") is made as of this 28th day of February, 2001, by Hartford Computer Group, Inc., an Illinois corporation, with its principal place of business at 1610 Colonial Parkway, Inverness, Illinois 60067 (herein the "Company"), and The CIT Group/Business Credit, Inc., a New York corporation, with offices at 10 South LaSalle Street, Chicago, Illinois 60603 (herein "CITBC").

**WITNESSETH:**

**WHEREAS**, the Company and CITBC are parties to a certain Financing Agreement of even date herewith, as the same may be amended from time to time (herein the "Financing Agreement"), which Financing Agreement provides (i) for CITBC to make certain loans, advances and extensions of credit, all to or for the account of the Company and (ii) for the grant by the Company to CITBC of a security interest in certain of the Company's assets, including, without limitation, its patents, patent applications and/or registrations, trademarks, trademark applications and/or registrations, tradenames, goodwill and licenses, all as more fully set forth therein;

**NOW THEREFORE**, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the Company agrees as follows:

1. **Definitions.** Capitalized terms used herein and defined in the Financing Agreement shall have the meanings set forth therein unless otherwise specifically defined herein.

2. **Grant of Security Interest.** To secure the payment of the Obligations, the Company hereby grants to CITBC a security interest, effective immediately, in all of the Company's right, title and interest in and to all of the following described property, whether now owned or hereafter acquired (collectively herein the "Intellectual Property Collateral"):

(i) Patents and patent applications and/or registrations together with the inventions and improvements described and claimed therein including, without limitation, the patents and applications, if any, listed on Schedule A, attached hereto and made a part hereof, and any and all reissues and renewals thereof and all income, royalties, damages and payments now and hereafter due and/or payable in connection therewith including, without limitation, damages and payments for past or future infringements thereof (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Patent Collateral");

(ii) Trademarks, trademark registrations and/or applications (excluding intent-to-use applications) and tradenames and service marks, including, without limitation, the trademarks, trademark registrations and applications, tradenames and service marks, if any, listed on Schedule B attached hereto and made a part hereof, and any and all reissues and/or renewals thereof, and all income, royalties, damages and payments now and hereafter due and/or payable in connection therewith including, without limitation, damages and payments for past or future infringements thereof (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Trademark Collateral");

(iii) Any license agreement in which the Company is or becomes licensed to use any patents and/or trademarks owned by a third party including, without limitation, the licenses, if any, listed on Schedule C attached hereto and made a part hereof (all of the foregoing are sometimes referred to herein individually and/or collectively as the "License Collateral");

(iv) The goodwill of the Company's business connected with and symbolized by the Intellectual Property Collateral; and

(v) All cash and non-cash proceeds of the foregoing.

3. CITBC's Rights. Upon the occurrence and during the continuance of any Event of Default hereunder, CITBC shall have all the rights and remedies of a secured party under the Uniform Commercial Code and any other applicable state or federal laws. CITBC will give the Company reasonable notice of the time and place of any public sale of the Intellectual Property Collateral or the time after which any private sale of the Intellectual Property Collateral or any other intended disposition thereof is to be made. Unless otherwise provided by law, the requirement of reasonable notice shall be met if such notice is mailed, postage prepaid to the address of the Company set forth above at least ten (10) days before the date of such sale or disposition. In addition to the foregoing and all other rights and remedies of CITBC upon the occurrence and during the continuance of any Event of Default hereunder, CITBC shall thereupon have the immediate right to transfer to itself or to sell, assign and transfer to any other person all right, title and interest in and to all or any part of the Intellectual Property Collateral. A formal irrevocable power of attorney (in the form annexed hereto) is being executed and delivered by the Company to CITBC concurrently with this Agreement to enable such rights to be carried out. The Company agrees that, in the event CITBC exercises its rights hereunder and/or pursuant to said power of attorney in accordance with its terms, after written notification of such exercise from CITBC to the Company, the Company shall never thereafter, without the prior written authorization of the owner or owners of such Intellectual Property Collateral, use any of such Intellectual Property Collateral. The condition of the foregoing provision is such that unless and until there occurs and is continuing an Event of Default under this Agreement, the Company shall continue to own and use the Intellectual Property Collateral in the normal course of its business and to enjoy the benefits, royalties and profits therefrom provided, however, that from and after the occurrence and during the continuance of an Event of Default, and the exercise by CITBC of the rights provided by this Agreement, such rights shall be revoked and the right of the Company to enjoy the uses, benefits, royalties and profits of said Intellectual Property Collateral will wholly cease, whereupon CITBC or its transferee(s) shall be entitled to all of the Company's right, title and interest in and to the Intellectual Property Collateral hereby so assigned.

This Agreement will not operate to place upon CITBC any duty or responsibility to maintain the Intellectual Property Collateral.

4. Fees. The Company will pay all filing fees with respect to the security interest created hereby which CITBC may deem necessary or advisable in order to perfect and maintain the perfection of its security interest in the Intellectual Property Collateral.

5. Representations and Warranties. The Company represents and warrants to CITBC that: (a) the Company lawfully possesses and owns the Intellectual Property Collateral; (b) except for the security interest granted hereby and Permitted Encumbrances (as defined in the Financing Agreement), the Intellectual Property Collateral will be kept free from all liens, security interests, claims and encumbrances whatsoever in all material respects; (c) the Company has not made or given any prior assignment, transfer or security interest in the Intellectual Property Collateral or any of the proceeds thereof; (d) the Intellectual Property Collateral is and will continue to be, in all respects, in full force and effect in all material respects; and (e) there are no known infringements of the Intellectual Property Collateral.

6. Application of Proceeds. The proceeds of any sale, transfer or disposition of the Intellectual Property Collateral shall be applied first to all costs and expenses, including, but not limited to, reasonable attorneys' fees and expenses and court costs, incurred by CITBC in connection with such sale and the exercise of CITBC's rights and remedies hereunder and under the Financing Agreement; next, such proceeds shall be applied to the payment, in whole or in part, of the Obligations due CITBC in such order as CITBC may elect; and the balance, if any, shall be paid to the Company or as a court of competent jurisdiction may direct.

7. Defense of Claims. The Company will defend at its own cost and expense any action, claim or proceeding affecting the Intellectual Property Collateral or the interest of CITBC therein. The Company agrees to reimburse CITBC for all costs and expenses incurred by CITBC in defending any such action, claim or proceeding.

8. Rights Cumulative. This Agreement shall be in addition to the Financing Agreement and shall not be deemed to affect, modify or limit the Financing Agreement or any rights that CITBC has under the Financing Agreement. The Company agrees to execute and deliver to CITBC (at the Company's expense) any further documentation or papers necessary to carry out the intent or purpose of this Agreement including, but not limited to, financing statements under the Uniform Commercial Code.

9. Construction and Invalidity. Any provisions hereof contrary to, prohibited by or invalid under any laws or regulations shall be inapplicable and deemed omitted herefrom, but shall not invalidate the remaining provisions hereof.

10. **CHOICE OF LAW.** THE COMPANY AGREES THAT THE VALIDITY, INTERPRETATION AND ENFORCEMENT OF THIS AGREEMENT AND ALL RIGHTS HEREUNDER SHALL BE GOVERNED BY THE LAWS OF THE STATE OF ILLINOIS. THIS AGREEMENT TOGETHER WITH THE FINANCING AGREEMENT

**CONSTITUTES THE ENTIRE AGREEMENT OF THE COMPANY AND CITBC WITH RESPECT TO THE INTELLECTUAL PROPERTY COLLATERAL, CAN ONLY BE CHANGED OR MODIFIED IN WRITING AND SHALL BIND AND BENEFIT THE COMPANY, CITBC AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS. THE COMPANY AND CITBC EACH HEREBY EXPRESSLY WAIVES ANY RIGHT OF TRIAL BY JURY ON ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING HEREUNDER.**

11. Events of Default. Any of the following shall constitute an Event of Default under this Agreement: (a) the Company shall fail to perform or observe any agreement, covenant or condition required under this Agreement; (b) any warranty or representation made by Company in this Agreement shall be or becomes false or misleading in any material respect; or (c) any Event of Default shall occur under the Financing Agreement (after giving effect to any applicable grace periods) which is not waived by CITBC in accordance with the terms thereof.

12. Notices. The Company covenants and agrees that, with respect to the Intellectual Property Collateral, it will give CITBC written notice in the manner provided in the Financing Agreement of (a) any material claim by a third party that the Company has infringed on the rights of a third party, (b) any suspected infringement by a third party on the material rights of the Company; or (c) any Intellectual Property Collateral created, arising or acquired by the Company after the date hereof.

13. Further Assurances. The Company will take any such action as CITBC may reasonably require to further confirm or protect CITBC's rights under this Agreement in the Intellectual Property Collateral. In furtherance thereof, the Company hereby grants to CITBC a power of attorney coupled with an interest which shall be irrevocable during the term of this Agreement to execute any documentation or take any action in the Company's behalf required to effectuate the terms, provisions and conditions of this Agreement.

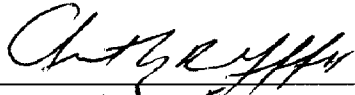
14. Termination. This Agreement shall terminate upon termination of the Financing Agreement and full, final and indefeasible payment of all Obligations of the Company thereunder. Upon the Company's request, CITBC shall promptly after any such termination execute and deliver to the Company (at the Company's expense) such documents and instruments as are reasonably necessary to evidence such termination and release of the security interest granted herein on any applicable public record.

[SIGNATURE PAGE FOLLOWS]

**Signature Page to  
Grant of Security Interest in Patents, Trademarks and Licenses**

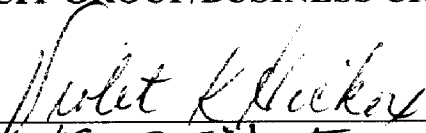
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

**HARTFORD COMPUTER GROUP, INC.**

By:   
Title: president

Agreed to and accepted this 26<sup>th</sup>  
day of February, 2001:

**THE CIT GROUP/BUSINESS CREDIT, INC.**

By:   
Title: vice-president

## IRREVOCABLE POWER OF ATTORNEY

Hartford Computer Group, an Illinois corporation with offices at 1610 Colonial Parkway, Inverness, Illinois 60067, (hereinafter referred to as the "Company"), hereby grants to The CIT Group/Business Credit, Inc., a New York corporation, with offices at 10 South LaSalle Street, Chicago, Illinois 60603 (hereinafter referred to as "CITBC"), the exclusive Irrevocable Power of Attorney to transfer to CITBC or to any designee of CITBC all Intellectual Property Collateral listed on the Schedules attached to the Grant of Security Interest in Patents, Trademarks and Licenses dated as of the date hereof between the Company and CITBC (the "Agreement"), including, without limitation, all patents, patent applications and/or registrations, trademarks, trademark applications (excluding intent-to-use applications) and/or registrations, and licenses together with the goodwill of the business connected with or symbolized by such Intellectual Property Collateral and the Company's entire inventory of labels and decals bearing any trademarks not affixed to its products, and the right to operate and control, sell, assign, and transfer the business under those trademarks under the following terms and conditions:

1. The Power of Attorney granted hereunder shall be effective as of the date hereof and shall last for as long as any now existing or hereafter arising indebtedness, liabilities or obligations of the Company to CITBC are outstanding under the Financing Agreement referred to in the Agreement;

2. The Power of Attorney granted herein shall be irrevocable throughout the duration of its life as specified in Paragraph 1 hereinabove;

3. The Power of Attorney granted herein shall only be exercisable by CITBC after the occurrence and during the continuance of an Event of Default under the Agreement; and

4. CITBC shall give the Company ten (10) days prior written notice of the exercise of the powers granted hereby, and the waiver by CITBC of any particular Event of Default under the Agreement shall have no force or effect unless made in accordance with the Financing Agreement described therein. Even then, such waiver shall not constitute or be considered a waiver of any other Event of Default then existing or thereafter arising whether similar or not.

**IN WITNESS WHEREOF**, the Company has caused this Power of Attorney to be executed as of the 28 day of February, 2001.

Hartford Computer Group, Inc.

By: Miguel A. Marti  
Title: SVP CFO

STATE OF ILLINOIS        )  
                                      )  
COUNTY OF COOK         )

On February 28, 2001, before me, the undersigned, a notary public in and for said State, personally appeared Miguel Martinez, known to me to be the Jr VP CM of Hartford Computer Group, Inc., the corporation that executed the foregoing instrument and power of attorney, and acknowledged to me that he/she executed such instrument and power of attorney on behalf of such corporation pursuant to authority granted by the board of directors of such corporation, as its free act and deed for the uses and purposes therein set forth.

**WITNESS** my hand and official seal.



\_\_\_\_\_  
Notary Public  
Commission Expires:





**SCHEDULE A TO GRANT OF SECURITY INTEREST IN PATENTS,  
TRADEMARKS AND LICENSES**

**between**

**HARTFORD COMPUTER GROUP, INC.**

**and**

**THE CIT GROUP/BUSINESS CREDIT, INC.**

**U.S. PATENTS**

Title

Patent No.

Issue Date

**None**

204712/0000/391808/Version #..1VPCHI01/#709703.1

**SCHEDULE B TO GRANT OF SECURITY INTEREST IN PATENTS,  
TRADEMARKS AND LICENSES**

between  
**HARTFORD COMPUTER GROUP, INC.**  
and  
**THE CIT GROUP/BUSINESS CREDIT, INC.**

**U.S. TRADEMARKS**

<u>Title or Mark</u>	<u>Serial/Registration No.</u>	<u>Filing/Registration Date</u>
TECHSEEKER BUYING SIMPLICITY	75-646,710	February 23, 1999
EQUALITY	75-646,707	February 23, 1999
TECHSEEKER	75-646,547	February 23, 1999
EQUALITY COMPUTERS	75-644,706	February 23, 1999
THE FULL CYCLE SOLUTION	2,214,799	December 29, 1998
design	2,213,049	December 22, 1998
HARTFORD COMPUTER GROUP	2,236,684	April 6, 1999
FULL CYCLE	2,211,193	December 15, 1998
THE TOTAL COMPUTER COMPANY	1,332,535	April 23, 1985

204712/0000/391808/Version #:.1VPCHI01/#709703.1

**SCHEDULE C TO GRANT OF SECURITY INTEREST IN PATENTS,  
TRADEMARKS AND LICENSES**

**between**

**HARTFORD COMPUTER GROUP, INC.**

**and**

**THE CIT GROUP/BUSINESS CREDIT, INC.**

**U.S. LICENSES**

Name

Registration No.

Registration Date

None

204712/0000/391808/Version #: 1VPCHI01/#709703.1