

07-05-2001



6.28.01

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To the Honorable Commissioner of Patents and Trademarks 101768421

Attached original documents or copy thereof.

1. Name of conveying party(ies):
 Misco America Inc.
 2139 Highway 35
 Holmdel, NJ 07730

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

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

2. Name and address of receiving party(ies):
 Name: The Chase Manhattan Bank
 Internal Address: _____
 Street Address: 1166 Avenue of the Americas
 City: New York State: NY ZIP: 10036

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

3. Nature of conveyances:
 Assignment Merger
 Security Agreement Change of Name
 Other Trademark Security Agreement

Execution Date: June 13, 2001

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 registration number(s):
 A. Trademark Application.(s)
SEE ATTACHED SCHEDULE A

Additional numbers attached? Yes No

B. Trademark registration No.(s)
SEE ATTACHED SCHEDULE A

78492038

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Federal Research Corporation
 Internal Address: _____
 Street Address: 400 Seventh Avenue, N.W., Suite 101
 City: Washington State: DC ZIP: 20004

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41): \$ _____
 Enclosed
 Authorized to be charged to deposit account

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

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

Terrell J. Roberts
Name of Person Signing

June 19, 2001
Date

Total number of pages including coversheet, attachments and document: 6

Mail documents to be recorded with required coversheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

SCHEDULE A

Schedule A to a Trademark Security Agreement dated June 13, 2001, by and between Misco America Inc. and The Chase Manhattan Bank, as Agent.

COUNTRY	TMARK	STATUS	APPNO	FILE	REGNO	REG
UNITED STATES	POWER UP!	REGISTERED	73/492,238	7/30/ 84	1,337,661	5/28/ 85

TRADEMARK SECURITY AGREEMENT

WHEREAS, Misco America Inc., a corporation formed under the laws of Delaware, located at address 2139 Highway 35, Holmdel, New Jersey, 07733 ("Borrower"), has adopted, used and is using the marks shown in the attached Schedule A (the "Marks"), for which there are registrations or applications in the United States Patent and Trademark Office under the numbers shown in the attached Schedule A; and

WHEREAS, Borrower is obligated to THE CHASE MANHATTAN BANK ("Chase") and various other financial institutions (collectively, "Lenders") and Chase as agent for Lenders ("Agent") pursuant to (i) a certain Loan and Security Agreement, dated the date hereof, among Agent, Lenders, Borrower, Systemax Inc., Systemax Manufacturing Inc., Global Computer Supplies Inc., Global Equipment Company Inc., Tiger Direct, Inc., Dartek Corporation, Nexel Industries, Inc., Systemax Retail Sales Inc., Papier Catalogues, Inc., Catalog Data Systems, Inc., Millennium Falcon Corp., Tek Serv Inc., B.T.S.A., Inc., and KeyboardMall.com Inc. (ii) a certain Trademark Collateral Security Agreement, dated the date hereof, made by Borrower in favor of Agent (as each may be amended, modified, restated or supplemented from time to time, collectively, the "Agreements"); and

WHEREAS, pursuant to the Agreements, Borrower is granting to Agent for its benefit and for the ratable benefit of Lenders a security interest in the Marks, the goodwill of the business symbolized by the Marks, and the registrations and applications therefor.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Borrower does hereby assign unto Agent for its benefit and for the ratable benefit of Lenders and grant to Agent for its benefit and for the ratable benefit of Lenders a security interest in and to the Marks, together with the goodwill of the business symbolized by the Marks, and registrations and applications therefor, which assignment and security interest shall secure all the Obligations as defined in the Agreements and in accordance with the terms and provisions thereof.

Borrower expressly acknowledges and affirms that the rights and remedies of Agent and Lenders with respect to the assignment and security interest granted hereby are more fully set forth in the Agreements.

Dated: New York, New York
June 13 2001

Witness:

Melissa DeLosa

MISCO AMERICA INC.

By:

Steven M. Goldschein
Name: Steven M. Goldschein
Title: Vice President

WITNESS:

Michelle M. Jensen

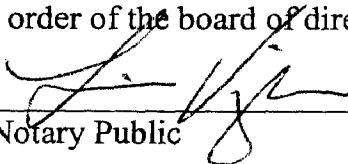
THE CHASE MANHATTAN BANK, as Agent

By:

Kathleen C. Krieg
Name: Kathleen C. Krieg
Title: Vice President

STATE OF NEW YORK)
 : ss.:
COUNTY OF NEW YORK)

On the 13 day of June, 2001, before me personally came Steven M. Goldschein, to me known, who being by me duly sworn, did depose and say that he is the Vice President of Misco America Inc., the corporation described in and which executed the foregoing instrument; and that he was authorized to sign his name thereto by order of the board of directors of said corporation.

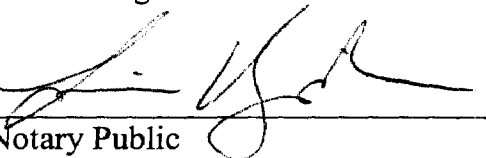


Notary Public

LUISA VIZCARRONDO
Notary Public, State of New York
No. 01VI6030588
Qualified in New York County
Commission Expires Sept. 30, 2001

STATE OF NEW YORK)
 : ss.:
COUNTY OF NEW YORK)

On this 13 day of June, 2001, before me personally came Kathleen L. Krueg, to me known, who, being by me duly sworn, did depose and say that s/he is the Vice President of THE CHASE MANHATTAN BANK, the company described in and which executed the foregoing instrument; and that s/he was authorized to sign her/his name thereto on behalf of said company.



Notary Public

LUISA VIZCARRONDO
Notary Public, State of New York
No. 01VI6030588
Qualified in New York County
Commission Expires Sept. 30, 2001