

07-05-2001



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To the Honorable Commissioner of Patents and Trademarks

Send original documents or copy thereof.

1. Name of conveying party(ies):

Nexel Industries, Inc.
22 Harbor Park Drive
Port Washington, NY 11050

- Individual(s)
- General Partnership
- Corporation-State: New York
- 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 _____

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 conveyances:

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

Execution Date: June 13, 2001

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

A. Trademark Application.(s)
SEE ATTACHED SCHEDULE A

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

Additional numbers attached? Yes No

74059539

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

Signature

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 Trademark Security Agreement dated June 13, 2001, by and between Nexel Industries Inc. and The Chase Manhattan Bank, as Agent.

COUNTRY	TMARK	STATUS	APPNO	FILE	REGNO	REG
UNITED STATES	NEXEL	REGISTERED	74/059,539	5/16/ 90	1,717,888	9/22/ 92

TRADEMARK SECURITY AGREEMENT

WHEREAS, Nexel Industries, Inc., a corporation formed under the laws of New York, located at 22 Harbor Park Drive, Port Washington, New York 11050 ("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, Misco America 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 De Ros

NEXEL INDUSTRIES, INC.

By: Steven M. Goldschein

Name: Steven M. Goldschein

Title: Vice President

WITNESS:

Michelle Morzema

THE CHASE MANHATTAN BANK, as Agent

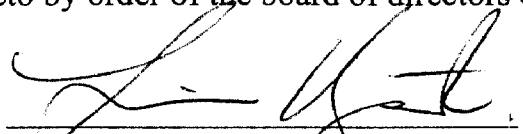
By: Kathleen C. Krieg

Name: Kathleen C. Krieg

Title: Vice President

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

On the 13th 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 Nexel Industries, 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 13th day of June, 2001, before me personally came Kathleen C. Berry 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