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07-12-2001

FEET

(Rev. 6-93) OMB No. 0651-0011 (exp. 4/94) Tab settings =>=>=>



To the Honorable Commissioner of Patents and Trademarks 101774178 enclosed original documents or copy thereof.

1. Name of conveying party(ies): GTG PC HOLDINGS, LLC 900 E. Karcher Road Nampa, ID 83687

2. Name and address of receiving party(ies) Name: FOOTHILL CAPITAL CORPORATION Internal Address: Street Address: 2450 Colorado Ave. Blvd. Suite 3000W City: Santa Monica State: CA ZIP: 90404

3. Nature of conveyance: Security Agreement

Individual(s) citizenship California

Execution Date: May 31, 2001 06-20-2001 U.S. Patent & TMO/TM Mail Rpt. Dt. #40

If assignee is not domiciled in the United States, a domestic representative designation is attached? (Designations must be a separate document from assignment)

4. Application number(s) or patent number A. Trademark Application No.(s) CONNECTED SUPPORT (Serial No. 76/083537)

B. Trademark Registration No.(s) ADDITIONS (Reg. No. 2,310,576)

U.S. PATENT & TRADEMARK OFFICE RECEIVED JUN 20 A 8:33

5. Name and address of party to whom correspondence concerning document should be mailed: Mr. Sigi Hinojosa Name: Buchalter, Nemer, Fields & Younger Internal Address: Street Address: 601 South Figueroa Street, 24th Floor City: Los Angeles State: California ZIP: 90017

6. Total number of applications and registrations involved: 31 7. Total fee (37 CFR 3.41) \$ 790.00 8. Deposit account number: 20-0052

07/11/2001 LNUELLER 00000207 200052 76083537 01 FC:481 40.00 CH 02 FC:482 750.00 CH

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. MR. SIGI HINOJOSA Signature Date: June 18, 2001

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

1,462,656
1,566,880
1,567,655
1,674,020
1,919,376
2,048,051
2,059,221
2,064,454
2,068,451
2,074,920
2,074,953
2,082,125
2,087,981
2,095,087
2,118,372
2,142,618
2,147,181
2,149,586
2,179,297
2,206,647
2,207,415
2,232,661
2,242,424
2,310,576
2,151,210,
75/355,388
75/597,028
76/081,228
76/083,537
76/194,144
76/194,145

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT ("Agreement"), dated as of May 21, 2001, is entered into among GTG PC HOLDINGS, LLC, a Delaware limited liability company ("GTG"), each other entity signing this Agreement (collectively "Debtors") and FOOTHILL CAPITAL CORPORATION, a California corporation ("Foothill"), in light of the following:

A. Debtors and Foothill are, contemporaneously herewith, entering into that certain Loan and Security Agreement ("Loan Agreement") and other instruments, documents and agreements contemplated thereby or related thereto (collectively, together with the Loan Agreement, the "Loan Documents"); and

B. Debtors are the owners of certain intellectual property, identified below, in which Debtors are granting a security interest to Foothill.

NOW THEREFORE, in consideration of the mutual promises, covenants, conditions, representations, and warranties hereinafter set forth and for other good and valuable consideration, the parties hereto mutually agree as follows:

1. DEFINITIONS AND CONSTRUCTION.

1.1 Definitions. The following terms, as used in this Agreement, have the following meanings:

"Code" means the California Uniform Commercial Code, as amended and supplemented from time to time, and any successor statute.

"Collateral" means:

(i) Each of the trademarks and rights and interest protected as trademarks (including trademarks, service marks, designs, logos, indicia, tradenames, corporate names, company names, business names, fictitious business names, trade styles, and other source or business identifiers, and applications pertaining thereto), which are presently, or in the future may be, owned, created, acquired, or used (whether pursuant to a license or otherwise) by each Debtor, in whole or in part, and all trademark rights with respect thereto throughout the world, including all proceeds thereof (including license royalties and proceeds of infringement suits), and rights to renew and extend such trademarks and trademark rights;

(ii) Each of the patents and patent applications which are presently, or in the future may be, owned, issued, acquired, or used (whether pursuant to a license or otherwise) by each Debtor, in whole or in part, and all patent rights with respect thereto

throughout the world, including all proceeds thereof (including license royalties and proceeds of infringement suits), foreign filing rights, and rights to extend such patents and patent rights;

(iii) Each of the copyrights and rights and interests capable of being protected as copyrights, which are presently, or in the future may be, owned authored, acquired, or used (whether pursuant to a license or otherwise) by each Debtor, in whole or in part, and all copyright rights with respect thereto throughout the world, including all proceeds thereof (including license royalties and proceeds of infringement suits), and all tangible property embodying the copyrights (including books, records, films, computer tapes or disks, photographs, specification sheets, source codes, object codes, and other physical manifestations of the foregoing);

(iv) All of each Debtor's right, title, and interest in and to the trademarks and trademark registrations listed on Schedule A, attached hereto, as the same may be updated hereafter from time to time;

(v) All of each Debtor's right, title, and interest, in and to the patents and patent applications listed on Schedule B, attached hereto, as the same may be updated hereafter from time to time;

(vi) All of each Debtor's right, title, and interest, in and to the copyrights and copyright registrations listed on Schedule C, attached hereto, as the same may be updated hereafter from time to time;

(vii) All of each Debtor's right, title, and interest, in and to the licenses listed on Schedule D, attached hereto, to the extent a collateral assignment or pledge is permitted or not prohibited thereunder, as the same may be updated hereafter from time to time;

(viii) All of each Debtor's rights to register trademark claims under any state or federal trademark law or regulation of any foreign country and to apply for, renew, and extend the trademark registrations and trademark rights, the right (without obligation) to sue or bring opposition or cancellation proceedings in the name of such Debtor or in the name of Foothill for past, present, and future infringements of the trademarks, registrations, or trademark rights and all rights (but not obligations) corresponding thereto in the United States and any foreign country, and the associated goodwill;

(ix) All of each Debtor's right, title, and interest in all patentable inventions, and rights to file applications for patent under federal patent law or regulation of any foreign country, and to request reexamination and/or reissue of the patents, the right (without obligation) to sue or bring interference proceedings in the name of such Debtor or in the name of Foothill for past, present, and future infringements of the patents, and all rights (but not obligations) corresponding thereto in the United States and any foreign country;

(x) All of each Debtor's rights to register copyright claims under any federal copyright law or regulation of any foreign country and to apply for registrations on original works, compilations, derivative works, collective works, and works for hire, the right (without obligation) to sue in the name of such Debtor or in the name of Foothill for past,

present, and future infringements of the copyrights, and all rights (but not obligations) corresponding thereto in the United States and any foreign country;

(xii) All general intangibles relating to the foregoing; and

(xii) All proceeds of any and all of the foregoing (including, without limitation, license royalties and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance, or any indemnity, warranty, or guaranty payable by reason of loss or damage to or otherwise with respect to the Collateral.

"Obligations" means all obligations, liabilities, and indebtedness of Debtors to Foothill, whether direct, indirect, liquidated, or contingent, and whether arising under this Agreement, the Loan Agreement, any other of the Loan Documents, or otherwise, including all costs and expenses described in Section 11.8 hereof.

1.2 Construction. Unless the context of this Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, and the term "including" is not limiting. The words "hereof," "herein," "hereby," "hereunder," and other similar terms refer to this Agreement as a whole and not to any particular provision of this Agreement. Any initially capitalized terms used but not defined herein shall have the meaning set forth in the Loan Agreement. Any reference herein to any of the Loan Documents includes any and all alterations, amendments, extensions, modifications, renewals, or supplements thereto or thereof, as applicable. Neither this Agreement nor any uncertainty or ambiguity herein shall be construed or resolved against Foothill or Debtors, whether under any rule of construction or otherwise. On the contrary, this Agreement has been reviewed by Debtors, Foothill, and their respective counsel, and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of Foothill and Debtors.

2. GRANT OF SECURITY INTEREST.

Each Debtor hereby grants to Foothill a first-priority security interest in all of such Debtor's right, title, and interest in and to the Collateral to secure the Obligations.

3. REPRESENTATIONS, WARRANTIES AND COVENANTS.

Each Debtor hereby represents, warrants, and covenants that:

3.1 Copyrights; Trademarks; Service Marks; Patents; Licenses.

(i) A true and complete schedule setting forth all material United States federal and state trademark and service mark registrations owned by such Debtor, together with, to the extent applicable, the registration date and registration number in respect of the filing or issuance thereof is set forth on Schedule A, except for such United States trademark registrations the absence of which would not reasonably be expected to materially impair the conduct of the business (the "Business") acquired by GTG or the other Debtors in connection

with the Membership Interest Purchase Agreement dated as of April 30, 2001, as amended (the "Purchase Agreement"), between GTG and Micron Electronics, Inc.;

(ii) A true and complete schedule setting forth all material United States patent and patent applications owned by such Debtor, together with, to the extent applicable, the docket numbers, inventors, serial numbers in respect of the filing or issuance thereof and filing dates, is set forth on Schedule B, except for such United States patents and patent applications the absence of which would not reasonably be expected to materially impair the conduct of the Business;

(iii) A true and complete schedule setting forth all material United States copyrights registrations and applications owned by such Debtor, together with the name of the copyright, file date, registration date and registration number, is set forth on Schedule C, except for such United States registrations and applications the absence of which would not reasonably be expected to materially impair the conduct of the Business;

(iv) A true and complete schedule setting forth all material United States federal and state trademark and service mark registrations, all patent and patent applications, and all federal copyright registrations licensed to such Debtor is set forth on Schedule D, except for such United States licensed trademark and service mark registrations, patents and patent applications and copyright registrations the absence of which would not reasonably be expected to materially impair the conduct of the Business.

3.2 Validity; Enforceability. Each of the copyrights, patents, service marks, trademarks and licenses, identified on Schedules A through D, inclusive, are, to the knowledge of each Debtor, valid and enforceable, and each Debtor is not presently aware of any material past, present, or prospective claim by any third party that any of its copyrights, patents, service marks, trademarks or licenses are invalid or unenforceable, or that its use of any copyrights, patents, service marks, or trademarks violates the rights of any third person, or of any basis for any such claims, the existence of which would reasonably be expected to materially impair the conduct of the Business;

3.3 Title. Except as set forth on Schedule E, Such Debtor is the sole and exclusive owner of the entire and unencumbered right, title, and interest in and to each of the copyrights, copyright registrations, patents, patent applications, service marks, service mark registrations, trademarks, and trademark registrations set forth on Schedules A through C, free and clear of any liens, charges, and encumbrances, including pledges, assignments, licenses, shop rights, and covenants by such Debtor not to sue third persons, the existence of which would reasonably be expected to materially impair the conduct of the Business, except for third-party rights held under non-exclusive licenses granted in the ordinary course of business granted to customers;

3.4 Notice. Such Debtor has used and will continue to use proper statutory notice in connection with its use of each of its material copyrights, patents, service marks, and trademarks, the failure of which would reasonably be expected to materially impair the conduct of the Business;

3.5 Quality. Such Debtor has used and will continue to use consistent standards of high quality (which may be substantially consistent with such Debtor's past practices) in the manufacture, sale, and delivery of products and services sold or delivered under or in connection with its service marks and trademarks, including, to the extent applicable, in the operation and maintenance of its merchandising operations, and will continue to maintain the validity of its material service marks and trademarks, except where the absence of the same would not reasonably be expected to materially impair the conduct of the Business;

3.6 Perfection of Security Interest. Except for the filing of a financing statement with the Secretaries of State of California and Delaware or such other locations identified by Foothill as being necessary to perfect its security interest in the Scheduled IP (as defined below) and filings with the United States Patent and Trademark Office and the United States Copyright Office necessary to perfect the security interests in the patents, copyrights and trademarks identified in Schedules A through C (collectively the "Scheduled IP"), no authorization, approval, or other action by, and no notice to or filing with, any governmental authority or regulatory body is required either for the grant by such Debtor of the security interests by Debtor in the Scheduled IP for the perfection of or the exercise by Foothill of its rights in and to the Scheduled IP.

4. AFTER-ACQUIRED COPYRIGHT, PATENT, SERVICE MARK, OR TRADEMARK RIGHTS.

If any Debtor shall subsequently obtain or discover rights to any new or additional material copyright, service marks, trademarks, any new patentable inventions or become entitled to the benefit of any patent application or patent for any reissue, division, or continuation, of any patent, except where the absence of such subsequently obtained or discovered right would not reasonably be expected to materially impair the conduct of the Business, the provisions of this Agreement shall automatically apply thereto. Each Debtor shall give prompt notice in writing to Foothill with respect to any such additional material service marks, trademarks or patents, or renewal or extension of any service mark or trademark registration the absence of which, either individually or in the aggregate, would reasonably be expected to materially impair the conduct of the Business. Debtors shall bear any expenses incurred in connection with future patent applications or service mark or trademark registrations.

5. LITIGATION AND PROCEEDINGS.

Each Debtor shall commence and diligently prosecute in its own name, as the real party in interest, for its own benefit, and its own expense, such suits, administrative proceedings, or other action for infringement or other damages as are in its reasonable business judgment necessary to protect the material United States patents, patent applications, federal and state trademark registrations and applications, United States Copyright registrations and applications, the absence of which would reasonably be expected to materially impair the conduct of the Business (collectively, the "Material IP"). Each Debtor shall provide to Foothill any information with respect to the Material IP reasonably requested by Foothill. Foothill shall provide at Debtors' expense all necessary cooperation in connection with any such suits, proceedings, or action, including, without limitation, joining as a necessary party. Following each Debtor's becoming aware thereof, such Debtor shall notify Foothill of the institution of, or any adverse

determination in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office, or any United States, state, or foreign court regarding such Debtor's claim of ownership in the Material IP, as to all of the foregoing the absence of which would reasonably be expected to materially impair the conduct of the Business.

6. POWER OF ATTORNEY.

Each Debtor grants Foothill power of attorney, having the full authority, and in the place of such Debtor and in the name of such Debtor, from time to time following an Event of Default in Foothill's discretion, to take any reasonable action and to execute any instrument which Foothill may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation, as may be subject to the provisions of this Agreement: to endorse such Debtor's name on all applications, documents, papers, and instruments necessary for Foothill to use or maintain the material Collateral; to ask, demand, collect, sue for, recover, impound, receive, and give acquittance and receipts for money due or to become due under or in respect of any of the material Collateral; to file any claims or take any action or institute any proceedings that Foothill may deem necessary or desirable for the collection of any of the material Collateral or otherwise to enforce Foothill's rights with respect to any of the material Collateral and to assign, pledge, convey, or otherwise transfer title in or dispose of the material Collateral to any person.

7. RIGHT TO INSPECT.

Each Debtor grants to Foothill and its employees and agents the right to visit such Debtor's plants and facilities which manufacture, inspect, or store products sold under any of the patents or trademarks, and to inspect the products and quality control records relating thereto at reasonable times during regular business hours. So long as no Event of Default has occurred and is continuing, Foothill shall provide to Debtors reasonable notice of any such inspection and shall not be entitled to conduct such inspection more frequently as to any particular plant or facility than Foothill reasonably believes is necessary.

8. EVENTS OF DEFAULT.

Any of the following events shall be an Event of Default:

8.1 Loan Agreement. An Event of Default shall occur as defined in the Loan Agreement;

8.2 Misrepresentation. Any material representation or warranty made herein by any Debtor or in any document furnished to Foothill by any Debtor under this Agreement is incorrect in any material respect when made or when reaffirmed; and

8.3 Breach. Any Debtor fails to observe or perform any covenant, condition, or agreement to be observed or performed pursuant to the terms hereof which materially and adversely affects Foothill.

9. SPECIFIC REMEDIES.

Upon the occurrence of any Event of Default, Foothill shall have, in addition to, other rights given by law or in this Agreement, the Loan Agreement, or in any other Loan Document, all of the rights and remedies with respect to the Collateral of a secured party under the Code, including the following:

9.1 Notification. Foothill may notify licensees to make royalty payments on license agreements directly to Foothill;

9.2 Sale. Foothill may sell or assign the Collateral and associated goodwill at public or private sale for such amounts, and at such time or times as Foothill deems advisable. Any requirement of reasonable notice of any disposition of the Collateral shall be satisfied if such notice is sent to Debtors five days prior to such disposition. Debtors shall be credited with the net proceeds of such sale only when they are actually received by Foothill, and Debtors shall continue to be liable for any deficiency remaining after the Collateral is sold or collected. If the sale is to be a public sale, Foothill shall also give notice of the time and place by publishing a notice one time at least five days before the date of the sale in a newspaper of general circulation in the county in which the sale is to be held. To the maximum extent permitted by applicable law, Foothill may be the purchaser of any or all of the Collateral and associated goodwill at any public sale and shall be entitled, for the purpose of bidding and making settlement or payment of the purchase price for all or any portion of the Collateral sold at any public sale, to use and apply all or any part of the Obligations as a credit on account of the purchase price of any collateral payable by Foothill at such sale.

10. CHOICE OF LAW AND VENUE; JURY TRIAL WAIVER.

THE VALIDITY OF THIS AGREEMENT, ITS CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT GIVING EFFECT TO ITS CONFLICT OF LAWS PRINCIPLES. THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS AGREEMENT SHALL BE TRIED AND LITIGATED ONLY IN THE STATE AND FEDERAL COURTS LOCATED IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA OR, AT THE SOLE OPTION OF FOOHILL, IN ANY OTHER COURT IN WHICH FOOHILL SHALL INITIATE LEGAL OR EQUITABLE PROCEEDINGS AND WHICH HAS SUBJECT MATTER JURISDICTION OVER THE MATTER IN CONTROVERSY. EACH OF DEBTORS AND FOOHILL WAIVES, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT EACH MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 10. DEBTORS AND FOOHILL HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF ANY OF THE LOAN DOCUMENTS OR ANY OF THE TRANSACTIONS

CONTEMPLATED THEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. DEBTORS AND FOOHILL REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

11. GENERAL PROVISIONS.

11.1 Effectiveness. This Agreement shall be binding and deemed effective when executed by Debtors and Foothill.

11.2 Successors and Assigns. This Agreement shall bind and inure to the benefit of the respective successors and assigns of each of the parties; provided, however, that Debtors may not assign this Agreement or any rights or duties hereunder without Foothill's prior written consent and any prohibited assignment shall be absolutely void. Foothill may assign this Agreement and its rights and duties hereunder and no consent or approval by Debtors, or any of them, is required in connection with any such assignment.

11.3 Section Headings. Headings and numbers have been set forth herein for convenience only. Unless the contrary is compelled by the context, everything contained in each section applies equally to this entire Agreement.

11.4 Interpretation. Neither this Agreement nor any uncertainty or ambiguity herein shall be construed or resolved against Foothill or Debtors, whether under any rule of construction or otherwise. On the contrary, this Agreement has been reviewed by all parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of all parties hereto.

11.5 Severability of Provisions. Each provision of this Agreement shall be severable from every other provision of this Agreement for the purpose of determining the legal enforceability of any specific provision.

11.6 Amendments in Writing. This Agreement can only be amended by a writing signed by Foothill and Debtors.

11.7 Counterparts; Telefacsimile Execution. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Agreement. Delivery of an executed counterpart of this Agreement by telefacsimile shall be equally as effective as delivery of a manually executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile also shall deliver a manually executed counterpart of this Agreement but the failure to deliver a manually executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement.

11.8 Fees and Expenses. Debtors shall pay to Foothill on demand all costs and expenses that Foothill pays or incurs in connection with the negotiation, preparation, consummation, administration, enforcement, and termination of this Agreement, including: (a) reasonable attorneys' and paralegals' fees and disbursements of counsel to Foothill; (b) costs and expenses (including reasonable attorneys' and paralegals' fees and disbursements) for any amendment, supplement, waiver, consent, or subsequent closing in connection with this Agreement and the transactions contemplated hereby; (c) costs and expenses of lien and title searches; (d) taxes, fees, and other charges for filing this Agreement at the United States Patent and Trademark Office, or for filing financing statements, and continuations, and other actions to perfect, protect, and continue the security interest created hereunder; (e) sums paid or incurred to pay any amount or take any action required of any Debtor under this Agreement that Debtors fail to pay or take; (f) costs and expenses of preserving and protecting the Collateral; and (g) costs and expenses (including reasonable attorneys' and paralegals' fees and disbursements) paid or incurred to enforce the security interest created hereunder, sell or otherwise realize upon the Collateral, and otherwise enforce the provisions of this Agreement, or to defend any claims made or threatened against Foothill arising out of the transactions contemplated hereby (including preparations for the consultations concerning any such matters). The foregoing shall not be construed to limit any other provisions of this Agreement or the Loan Documents regarding costs and expenses to be paid by Debtors. The parties agree that reasonable attorneys' and paralegals' fees and costs incurred in enforcing any judgment are recoverable as a separate item in addition to fees and costs incurred in obtaining the judgment and that the recovery of such attorneys' and paralegals' fees and costs is intended to survive any judgment, and is not to be deemed merged into any judgment.

11.9 Notices. Except as otherwise provided herein, all notices, demands, and requests that either party is required or elects to give to the other shall be in writing and shall be governed by the provisions of Section 12 of the Loan Agreement.

11.10 Termination By Foothill. After termination of the Loan Agreement and when Foothill has received payment and performance, in full, of all Obligations, Foothill shall promptly execute and deliver to Debtors a termination of all of the security interests granted by Debtors hereunder.

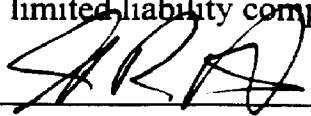
11.11 Integration. This Agreement, together with the other Loan Documents, reflect the entire understanding of the parties with respect to the transactions contemplated hereby and shall not be contradicted or qualified by any other agreement, oral or written, before the date hereof.

[Signature page to follow.]

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

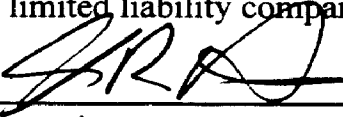
GTG PC HOLDINGS, LLC,
a Delaware limited liability company

By: _____


Name: Eric R. Hattler
Title: Vice President

MICRONPC, LLC,
a Delaware limited liability company

By: _____


Name: Eric R. Hattler
Title: Vice President


MICRON GOVERNMENT COMPUTER
SYSTEMS, LLC,
a Delaware limited liability company

By: _____


Name: Eric R. Hattler
Title: Vice President

FOOTHILL CAPITAL CORPORATION,
a California corporation

By: _____


Name: R. Britton Terrell
Title: Vice President

SCHEDULE A**TRADEMARKS**

U.S. REGISTERED	REGISTRATION DATE	REGISTRATION NO.
ADDITIONS®	1/25/00	2,310,576
CLIENTPRO®	5/6/97	2,059,221
COMPUTERS NOW!®	11/21/89	1,567,655
MILLENNIA®	6/10/97	2,068,451
TRANSPORT®	9/9/97	2,095,087
FOREIGN REGISTERED	REGISTRATION DATE	REGISTRATION NO.
CLIENTPRO®		
Canada	10/6/98	TMA 501.860
Japan	6/26/98	4160386
TRANSPORT®		
Canada	10/15/98	502,299

PENDING USE-BASED TRADEMARK APPLICATIONS

U.S. FILED	FILED DATE	SERIAL NO.
Connected Support™	6/30/00	76/083537
Conectedsupport.com™	6/30/00	76/081228
Velocity Net Direct™ (class 9)	01/09/01	76/194144
Velocity Net Direct™ (class 42)	01/09/01	76/194145
FOREIGN FILED	FILED DATE	SERIAL NO.
Millennia (Canada)	1/8/97	833054
Millennia (Japan)	2/18/97	16400/1997

PENDING INTENT-TO-USE TRADEMARK APPLICATIONS

U.S. FILED	FILED DATE	SERIAL NO.
DATAFRAME	11/25/98	75/597028
FUSION THEATER™	9/11/97	75/355,388
FOREIGN FILED	FILE DATE	SERIAL NO.
NetFrame Design (Malaysia)	12/21/93	93/09968
NetFrame Design (Philippines)	5/31/93	8/30/35
FOREIGN FILED	FILE DATE	SERIAL NO.
NetFrame Design (Venezuela)	5/17/93	8565/93
NetFrame (stylized) (India)	2/15/93	8/21/17
NETFRAME (Malaysia)	12/13/93	93/09967
NetFrame & Design (Indonesia) (Class 16)	1/19/94	H4HC010825
Ready Net Go (Malaysia)	10/22/96	96/12873

UNREGISTERED (COMMON LAW) TRADEMARKS

eAdditions SM
eBusiness SM
mCodes TM
MILLENNIA® MAX TM
MILLENNIA® MICROTOWER TM
mPower SM
mPrevent SM
mRestore SM
mServices SM
mSites SM
mValue SM
mVision SM
PartnerPlus SM
PartnerShop SM
Smart Shopper SM
Total Mpac SM
Your Intelligent Learning Solution SM

U.S. REGISTERED TRADEMARK	REGISTERED DATE	REGISTRATION NO.
CLUSTERCONNECT®	12/1/98	2,207,415
CLUSTERRAID®	8/4/98	2,179,297
CLUSTERSTORE®	4/14/98	5,151,210
IntraPulse®	3/16/99	2,232,661
LIVE DRIVE®	9/19/95	1,919,376
LIVE LOGIC®	8/12/97	2,087,981
MAESTRO®	4/7/98	2,149,586

MERIDIAN®	7/1/97	2,074,920
MULTIMEDIA XCITEMENT PAK®	12/1/98	2,206,647
NETFRAME®	11/21/89	1,566,880
NETPHONE®	7/1/97	2,074,953
NF®	2/4/92	1,674,020
NOTEBOOKS NOW!®	3/10/98	2,142,618
PANTERA®	3/25/97	2,048,051
PARTS DEPOT®	7/22/97	2,082,125
Powerdigm®	5/4/99	2,242,424
READY NET GO®	12/2/97	2,118,372
STARTUP®	5/27/97	2,064,454
VETIX®	3/31/98	2,147,181
ZEOS®	10/27/87	1,462,656
FOREIGN REGISTERED	REGISTRATION DATE	REGISTRATION NO.
CLUSTERCONNECT		
European Community	2/19/99	279836
CLUSTERDATA®		
European Community	10/23/98	279901
CLUSTERSTORE®		
European Community	1/14/00	EU279786
FOREIGN REGISTERED	REGISTRATION DATE	REGISTRATION NO.
NETER		
Argentina	8/31/94	1534588
Australia	3/13/90	A530533
European Community	7/9/98	138933
Greece	9/17/96	118207
Portugal	1/20/94	288502

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South Africa	2/21/95	93/0061
Sweden	5/15/92	234459
"ARROW DESIGN"®		
Argentina	1/31/94	1501318
Australia	3/13/90	A530534
Brazil	11/15/94	817166327
Canada	8/12/94	431768
Chile	10/26/93	415.116
China	12/28/95	802690
Columbia	12/30/94	171129
Costa Rica	10/22/93	84,387
Denmark	11/8/91	7886/1991
Finland	1/7/92	116057
Greece	9/17/96	118208
Hong Kong	7/12/91	2260/1991
Indonesia Class 16	4/17/95	331844
Indonesia Class 9	4/17/95	331843
Japan	5/31/93	2541077
Korea	12/19/91	228690
Mexico	9/10/93	441745
Norway	1/30/92	149022
Portugal	1/20/94	288.503
Saudi Arabia	2/16/94	300/49
South Africa	2/7/95	93/0062
Sweden	1/31/92	229957
Switzerland	9/12/91	385114
Taiwan Class 72	4/16/91	520575
Taiwan Class 11	3/16/91	50897

Thailand	7/25/95	TM31762
United Kingdom	3/12/90	1417294
NETFRAME & NARROW DESIGN™		
Austria	10/23/91	OM138408
Hong Kong	5/2/90	B02370
Indonesia Class 9	10/17/94	313480
Korea	12/19/91	228689
FOREIGN REGISTERED	REGISTRATION DATE	REGISTRATION NO.
Mexico	9/14/93	442028
Thailand	7/28/95	TM32042
NetFRAME (Stylized)™		
Brazil	11/15/94	817166319
Chile	10/26/93	415.115
	REGISTRATION DATE	REGISTRATION NO.
Columbia	1/20/95	173150
Denmark	11/17/92	00203/1992
European Community	11/25/98	139022
Finland	12/7/92	123356
Indonesia Class 16	5/2/95	332858
Indonesia Class 9	4/17/95	331841
Japan	5/31/93	2541076
Norway	9/24/92	152404
Saudi Arabia	2/16/94	300/48
Singapore	5/22/90	3665-90
Switzerland	9/12/91	385114
United Kingdom	3/12/90	B1417306
NETFRAME™ (Block Form)		

Canada	4/15/94	426347
Costa Rica	10/22/93	84.386
Ireland	1/6/93	155448
Taiwan Class 72	4/16/91	520574
OCCIDENTAL®		
Benelux	7/20/92	517954
France	7/23/92	92427879
Germany	1/11/94	2053903
Japan	6/30/95	3048924
Mexico	7/13/93	437325
READY NET GO®		
Australia	9/4/96	716658
Canada	4/27/00	TMA527,060
European Community	7/12/99	354217
Hong Kong	1/23/98	B00895
Korea	6/22/98	405694
New Zealand	4/10/97	266650
Singapore	8/23/99	T96-09457Z
ZEOS®		
Australia	3/23/93	513504
Austria	7/8/92	142443
Benelux	3/27/91	761604
	REGISTRATION DATE	REGISTRATION NO.
Canada	12/7/90	1,462,656
China	2/28/93	631800
Denmark	1/20/95	00386/1995
Finland	2/22/93	125,214
France	6/15/90	1,597,504

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Germany	8/21/91	1180419
Great Britain	1/31/92	1385260
Iran	4/20/92	68806
Italy	10/3/95	00658451
Mexico	11/30/92	426725
Norway	11/11/93	160007
Russian	12/6/91	100680
Singapore	2/17/92	1140/92
Switzerland	10/30/92	396.254
Turkey	4/1/92	135567

SCHEDULE B**PATENTS**

	Docket Number	Inventor(s)	Jurisdiction	Status	Patent Number or Serial Number	Filing Date	Title
1.	95.00553.00	Gregory Herrick	USPTO	Issued	D330,546	1/30/90	Front Panel For Computer
2.	95.00554.00	Gregory Herrick	USPTO	Issued	D331,046	1/30/90	Front Panel For Computer
3.	95.00555.00	Gregory Herrick	USPTO	Issued	D331,047	1/30/90	Front Panel For Computer
4.	95.00556.00	Barry, McKinnon	USPTO	Issued	D336,077	1/14/92	Laptop Computer
5.	97.01986.00	Leman	USPTO	Issued	D401,923	10/24/97	Personal Computer Housing Face Plate (Millennia)
6.	97.01987.00	Leman	USPTO	Issued	D401,926	10/24/97	Personal Computer House Face Plate (Clientpro)
7.	98.01367.00	Leman	USPTO	Issued	6,075,693	10/22/98	Computer System Securing Apparatus and Method with Concealed Security Tab
8.	98.01368.00	Leman	USPTO	Allowed	09/363,453	7/29/99	Minitower Computer Housing and Minitower Computer
9.	98.01368.01	Leman	USPTO	Filed	09/363,202	7/29/99	Methods for Cooling and Operating Computers
10.	98.01369.00	Leman	USPTO	Issued	D431,813	6/9/99	Front Bezel and Foot For A Computer Chassis
11.	98.01370.00	Leman	USPTO	Issued	D431,029	6/9/99	Top Panel For A Computer Chassis (Design Patent)

12.	99.00646.00	Johnson, Petersen	USPTO	Filed	09/ 422,144	10/20/99	Computer Cooling System and Method
13.	99.00665.00	Leman, Johnson	USPTO	Filed	09/ 422,041	10/20/99	Computer Component Security Apparatus and Method
14.	99.00669.00	Leman, Johnson, Cresse	USPTO	Filed	09/ 422,044	10/20/99	Processor and Circuit Board Retaining Apparatus and Method
15.	99.00729.00	Leman, Boe	USPTO	Filed	09/ 422,043	10/20/99	Expansion Board and Circuit Board Retaining Apparatus and Method
16.	99.03687.00	Leman	USPTO	Issued	D436,964	11/12/99	Bezel For A Computer Chassis (Utopia)
17.	99.03688.00	Leman	USPTO	Issued	D431,823	11/12/99	Side Panel For A Computer Chassis
18.	99.04243.00	Leman	USPTO	Issued	D432,134	12/17/99	Bezel For A Computer Chassis (Clientpro)
19.	00.02312.00	Mark Kraffert	USPTO	Filed	09/ 696,631	10/25/00	Data Verification System and Technique
20.	00.02704.00	Chad Thompson	USPTO	Filed	09/ 727,116	11/30/00	System and Method For Measurement Base Purge and Archive of Relational Database Tables
21.	00.02913.00	Chad Thompson	USPTO	Filed	09/ 769,872	1/25/01	Technique and Apparatus To Process Data
22.	00.03313.00	Steve Mazur	USPTO	Filed	n/a	1/31/01	Programmable Logic Controller Driven Inventory Control Systems and Methods of Use
23.	00.03315.00	Doug Smith	USPTO	Filed	09/ 728,105	12/1/00	Automated Drive Device Installation

24.	00.03486.00	Doug Smith	USPTO	Filed	n/a	2/28/01	Micron System ReadMe Application
<p>The following is a list of technology for which written disclosures are in various states of preparation for potential use in applying for patents ("Disclosures"). This list is provided as a courtesy, and no representations or warranties shall be implied from its inclusion herein. Without limiting the generality of the foregoing, Borrowers disclaim warranties that (i) any applications for patents have been filed for, or any written or oral communications have been initiated regarding, any Disclosure with any patent authority in any jurisdiction in the world, or (ii) any technology described in a Disclosure is or will ever be patentable under the laws of any jurisdiction in the world.</p>							
1.	00.02735.00	Steve Henry	USPTO	Under Prep (file provi- sional)	n/a	n/a	Processing Time Parameters
2.	00.02392.00	Steve Henry	USPTO	Under Prep (file provi- sional)	n/a	n/a	Automating Pick Releasing of Sales Orders
3.	00.02435.00	Chad Thompson	USPTO	Under Prep	n/a	n/a	Registration of A Process With A Database Manager
4.	00.02436.00	Steve Henry	USPTO	Under Prep (file provi- sional)	n/a	n/a	Enter All Work Order Numbers in the "System Details" Area of Mist-Packslip
5.	01.00447.00	Lyle Jordan; Greg Davis; Suandra McDavid; Doug Jack	USPTO	Under Prep	n/a	n/a	Replenish to Order System (RTO VelocityNetDirect)
6.	01.01081	Prabahkar Subramaniam	USPTO	Disclosed Invention	n/a	n/a	COM (Component Object Model) Object to transmit an XML (Extended Markup Language) file
7.	01.01017	Prabahkar Subramaniam	USPTO	Disclosed Invention	n/a	n/a	Java Table Object

SCHEDULE C

COPYRIGHTS

U.S. REGISTERED	FILE DATE	REGISTRATION DATE	REGISTRATION NO.
Micron Additions Catalog	12/12/97	1/14/98	TX 4-697-833
Connected Support Interface	6/22/00	6/26/00	TX 5-236-454

SCHEDULE D

SOFTWARE AGREEMENTS WITH ANNUAL PAYMENTS ABOVE \$250,000

Manufacturer	Agreement Title	Annual Payment
EMC Corp.	Maintenance Continuation Form	\$361,800 (paid up through 4/2/02)*
12 Technologies, Inc.	Maintenance Agreement	\$984,580 (paid up through 9/01)*
Microsoft	License Agreement for Office Products #5122250014	\$13.2 million
Oracle Corporation	Software License and Services Agreement	\$1,200,000
Platinum Technology	Master Product License Agreement #95101029	\$324,585 (paid through 9/24/01)*
Sun Microsystems, Inc.	Master Lease Agreement	\$3,684,837 (paid up through 8/01)*
Sun Microsystems, Inc.	Support Agreement	\$4,167,624 (paid up through 11/03)*
Veritas Software Corporation	Software License and Support Agreement	\$270,188 (paid up through 12/29/01)

* No amounts are due on these agreements until the stated date and then only if such agreements are renewed at what may be a newly negotiated price.

PLEDGED LICENCES**

<p>Micron Technology, Inc.</p>	<p>Trademark License Agreement dated April 30, 2001</p>	<p>Micron PC micronpc.com micronpc.com Web Solutions micronpcplus.com</p>
<p>Micron Technology, Inc.</p>	<p>Portfolio License Agreement dated April 30, 2001</p>	<p>All Patents and Patent Applications Acquired by MTI from MEI in March, 2001</p> <p>US Patents and Applications: 5,685,012 5,809,338 09/103,451 5,671,439 08/933,633 6,160,561 6,104,373 09/684,701 6,078,973 6,134,609 6,112,319</p>

** above represent only license agreements which will be pledged.

INBOUND LICENSE AGREEMENTS

Manufacturer	Agreement Title
3Com Corporation	Site License
Adaptec, Inc.	License Agreement (CD-ROM)
Adaptec, Inc.	Object Code Software License and Bundled Distribution Agreement
Adobe Systems, Inc.	Site License
Adobe Systems, Inc.	Trademark License Agreement (re: "Get Adobe Acrobat" icon)
American Business Information	License Agreement
ARIN (American Registry for Internet Numbers, Ltd.)	Registration Services Agreement
Belarc, Inc.	License Agreement
BMC Software Distribution, Inc.	Software License and Support Agreement: Distributed Systems Products (SLA 62360-0)
Brio Technology, Inc.	Software License Agreement
Catapult, Inc.	Letter (permission to reproduce logo/image)
Cheyenne Software, Inc.	OEM Agreement
Cincom Systems, Inc.	Software License Agreement
Clarify, Inc.	Software License Agreement
Command Software Systems, Inc.	OEM Agreement
Computer Intelligence	Product & Service Agreement
Compuware Corporation	License Agreement
Concur Technologies, Inc.	Volume License Agreement
Corporate Management Solutions, Inc.	Software License Agreement (Express Insider Forms for Windows)
Corporate Management Solutions, Inc.	Software License Agreement (Upgrade from ESPP DOS to ESPWIN for Oracle)
Corporate Management Solutions, Inc.	Software License Agreement (Upgrade from Express Options for Windows SQL Anywhere to Express Options for Windows-Oracle)
Cybernetics Systems International Corp.	Software License Agreement
Deploy Solutions, Inc.	Software License and Services Agreement
Desper Products, Inc.	Spatializer Logo Usage Agreement
DP Applications, Inc.	Software License Agreement (Contract No. 1056-US) (Analytical Domain)
DP Applications, Inc.	Software Maintenance Agreement
EIP Licensing BV	Patent License Agreement (NOTE: Under the terms of this Agreement, it may not be assigned or sublicensed.)
Element K Content, LLC	License and Service Agreement (re: Micron University)
Elonex PLC and Elonex I.P. Holdings, Ltd.	Settlement Agreement (NOTE: Under the terms of this Agreement, it may not be assigned or sublicensed.)
EMC Corp.	E-Proven Logo License Agreement
Encompass, Inc.	Micron Distribution Agreement

Manufacturer	Agreement Title
GetPaid Software	Agreement for In-House Collection and Accounts
GForce Systems, Inc.	Software License, Support and Services Agreement
Great Lakes Business Solutions	Site License
Harbinger Corporation	End User License Agreement Software Order Terms and Conditions
i2 Technologies, Inc.	Maintenance Agreement
i2 Technologies, Inc.	Service Agreement
i2 Technologies, Inc.	Software License Agreement
IBM	Purchase Offer Acknowledgement #OEM6049 (9/25/96)
Ingram Micro	Site License
Intel	82820 Chipset Source License Agreement/Derived Products
Intel	Adopters Agreement (re: Bluetooth)
Intel	Agreement (re: Warranty Issue)
Intel	Documentation Duplication License Agreement (SCOLBUCMIC23! & MBUCCPU13A Operations Manuals)
Intel	Documentation Duplication License Agreement (AC450NX Product Guide)
Intel	Documentation Duplication License Agreement (Intel Desktop Board D850GB)
Intel	Documentation Duplication License Agreement (Intel Workstation Board OR840 with BIOS and Product Guides)
Intel	License Agreement (NF) (Driver Source Code) (6/11/96)
Intel	License Agreement (NF) (Driver Source Code) (8/22/96)
Intel	Network Software License Agreement (2/23/98)
Intel	OEM Market Development Program and Trademark License Agr.
Intel	OEM Software and End User Documentation License Agreement (MCRC--Micron Customer Resource Center)
Intel	OEM Software and End User Documentation License Agreement for OPSD Desktop Motherboards (Intel Contract No. 1306733)
Intel	Original Equipment Manufacturer (OEM) Software License Agreement #1296KBC018
Intel	Original Equipment Manufacturer (OEM) Software License Agreement (SpeedStep)
Intel	Participant's Agreement (re: Trusted Computing Platform Alliance TCPA)
Intel	Password Use Agreement (IBL Account)
Intel	PCI Hot Plug Executable and Object Code and Documentation License Agreement (1307133)
Intel	Permission to Use (AC450.pdf page 3 only)

Manufacturer	Agreement Title
Intel	Pre-Release Program and License Agreement (re: Willamette)
Intel	Software Site License (Storage Sys Performance Analysis Kit)
Intel	Source Code License Agreement (Internal Use and derived object code distribution)
Intel	Specification Development Agreement (Audio/ Modem Riser Specification) (and 5/13/98 ltr re: 5/12/ 98 meeting re: credit issues)
Intel	Specification Draft Reviewers Agreement
Intel	SpeedStep Technology Trademark License
Intel	System Test Implementers Forum (non-members)
Intel	Waiver for Micron's Custom Lonetree SKU
Intel	WEKIVA (NGIO) Master Architecture Specification Adopter Agreement (and attached Intel CTR)
Intel	Wired for Management 2.0 Plugfest Participant Agreement
Intellisystems, Inc.	Purchase Agreement and Software License (Fax Card)
Intellisystems, Inc.	Purchase Agreement and Software License Agreement (Windows NT 4-line Voice Response Expert System)
International Business Machines Corporation	Agreement (w/MTI - Seller included as subsidiary)
Intersolve	Site License
Intersolve	Software License & Purchase Agreement
Intersolve	Software License & Purchase Agreement
InterVideo, Inc.	Software Distribution License Agreement
Intuit, Inc.	Software OEM Agreement
King-Way Material Handling Company	CAPS Spectrum Agreement (Computer Assisted Picking System)
KnowledgeView, Inc.	Distribution Agreement
LBMS	Shrink Wrap License
Lemelson Medical, Education and Research Foundation LP	Agreement
Logic Works	Shrink Wrap License
Looksmart, Ltd.	Agreement (re: co-branding site; distribution; co-marketing; and logo license)
Lotus Development Corporation	Shrink Wrap License
LPA Software, Inc.	Software License Agreement
LPL Financial Service	Letter Agreement (and attached Schedule)
Lucent Technologies, Inc. and Lucent Technologies GRL Corporation	Patent License and Settlement Agreement (w/MTI - Seller included as subsidiary) (NOTE: Under the terms of this Agreement, it may not be assigned or sublicensed.)
Macromedia	Run-time Distribution Agreement
Macrovision Corporation	Certification of Compliance (PC DVD Card TransPort GX Windows 2000)
Macrovision Corporation	Certification of Compliance (PC DVD Card TransPort GX Windows 98)

Manufacturer	Agreement Title
Macrovision Corporation	Certification of Compliance (PC DVD Card TransPort GX Windows ME)
Macrovision Corporation	Certification of Compliance (PC DVD Card TransPort GX Windows NT)
Macrovision Corporation	Certification of Compliance (Transport LT)
Macrovision Corporation	Certification of Compliance (Transport ZX)
Macrovision Corporation	DVD PC License Agreement
MangoSoft Corporation	Software License Agreement (for Proprietary Mango Software)
McAfee Associates	Virascan Service Agreement
Mentor Graphics	Customer Agreement ("Master Agreement No. MA4119")
Mercury Interactive	Software Limited Use License and Limited Warranty Agreement (with Letter of Intent and Quote)
Microsoft	Designed for Microsoft Windows Logo License Agr.
Microsoft	Designed for Microsoft Windows Logo License Agr. (hardware)
Microsoft	Designed for Microsoft Windows Logo License Agr. (hardware) (8/22/00)
Microsoft	Development and Cooperation Agreement
Microsoft	Driver Distribution Agreement Logo Program
Microsoft	Early Logo Agreement
Microsoft	General OEM Business Terms #5109310001
Microsoft	License Agreement (Pre-Release Product - Mariner Software)
Microsoft	Licence Agreement for Application Products #5122250008
Microsoft	License Agreement for Desktop Operating System Products (#5122250010)
Microsoft	License Agreement for Office Products #5122250014
Microsoft	License Agreement for Server Products #5122250012
Microsoft	Logo License (Windows 95, Windows 98, Windows NT, Windows NT and 95, Windows NT and 98)
Microsoft	OEM Hardware Distribution and Software License Agreement #5113450070
Microsoft	OEM Online Site Agreement
Microsoft	OEM Redistribution License Request (re: Win 98SE, WinSE, 11956)
Microsoft	OEM Redistribution License Request (re: WinME, WinSE 11976)
Microsoft	Premier Support for OEMs Services Description (4/4/01)
Microsoft	Windows 98 Upgrade - OEM Program Order Authorization Request
Microsoft	Windows Hardware Quality Labs Testing Agreement and Quick-Sign Agreement
Microsoft	Windows Logo Key License Agreement

Manufacturer	Agreement Title
Mission Critical Software, Inc.	Software License Agreement (nka NetIQ)
Miva Corporation	Distribution License Agreement
Modern Age Books	License Agreement
MTI	Proprietary Software License Agreement
MTI	Trademark License Agreement (between MEI and MTI)
Netfish Technologies, Inc.	Software End User License and Services Agreement
Netmanage Inc	Software License Agreement
Nissim Corporation	DVD-Device License Agreement
Novell, Inc.	Standard OEM/Composite Signature Agreement (and Information Sheet)
OpenLink Software	Site License
Oracle	Business Alliance Program Agreement (server software) (see also 97.04014 Sublicense Agr.)
Oracle	Network License Order Form (attached to Software License and Services Agr SKSA-214632-21-APR-94 - MEI #94.01045) (\$2,741,958)
Oracle	Project User License Addendum (to Software License and Services Agreement, 94.01045)
Oracle	Software License
PaylinX Corporation	Software License Agreement (software and maintenance for credit card update)
PC Services Source, Inc.	Service Logistics Outsourcing Agreement
Phoenix Publishing Systems, Inc.	Copyright/Publishing Agreement for Manuals
Phoenix Technologies Ltd.	USB Open Host Controller License
Phoenix Technologies Ltd.	Computer Technology License Agreement
PIN Corporation (Point Info Network)	Purchase Agreement
PIN Corporation (Point Info Network)	Wavelink Software License Agreement
Platinum Technology	Master Product License Agreement
Point Group, Inc.	OEM Software Sub-license & Distribution Agreement
PowerQuest Corp.	Configuration License Agreement (Drive Image Pro)
PowerQuest Corp.	Software License Agreement
PowerQuest Corporation	Configuration License Agreement
PowerQuest Corporation	PowerQuest Beta Test License Agreement
PowerQuest Corporation	Software Distribution and marketing Right
PowerQuest Corporation	Software License Agreement
Precise Software Solutions	Agreement of Sale
Price WaterHouseCoopers LLP	Automated Disclosure Checklist
Primus Knowledge Solutions, Inc.	Software License Agreement (Primus Contract ID: SMA 4505)
Primus Knowledge Solutions, Inc.	Support and Maintenance Agreement (Primus Contract ID: SMA 4506)
Psygnosis Limited	Software Development and Bundled Software Distribution Agr.
QuarterDeck	Site License (WebAuthor for Word 6 v2.0)

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Manufacturer	Agreement Title
Quest Software, Inc.	Software License Agreement (Addendum and Order Form)
QuicKnowledge.com	Agreement for the Use of the QuicKnowledge Logo and Brand
R.R. Donnelley & Sons Company	OEM Agreement
Ronin Corporation	Development Software Product License
Seagate Software Network & Storage Management Group, Inc.	OEM License Agreement
SegWay Internet Technologies, Inc.	Purchase Agreement (and Exhibit A End User License Agreement)
Software Publishers Association	Intellectual Property Licensing Disclosure Statement for Developing Guidelines, Standards, Specifications, and Best Practices
Solect Technology Group	Software License Agreement
Sony Electronics, Inc.	Graphic Display Component and Computer Products Group - Trademark License Agreement (re: TRINITRON)
Sony Electronics, Inc.	License Agreement
Spectra Logic	Addendum to Software License Agreement
Sun Microsystems, Inc.	Pre-Release Binary Software License Agreement
Sun Microsystems, Inc.	Support Agreement (No. 18550) (w/MTI – Seller is listed as subsidiary)
Sybase, Inc.	Software License Agreement (re: Linux \$69,580)
Sygate Technologies, Inc.	Software License Agreement
Symantec Corporation	OEM Agreement
SystemSoft Corporation	Master License Agreement
Taxware International, Inc.	Licensing Agreement (w/MTI– Seller is listed as subsidiary)
Tech Data Corp.	Electronic Commerce User Agreement and License
TechTarget.com, Inc.	Content License Agreement
Telcor Communications, Inc.	Meridian Software License Transfer Agr. (re: Northern Telecom, Inc. "Nortel" products)
TestQuest, Inc.	Standard Terms and Conditions (re: purchase of software)
Texas Instruments, Inc.	License Agreement (w/MTI– Seller signed separate, side agreement binding Seller as an MTI subsidiary) (NOTE: Under the terms of this Agreement, it may not be assigned or sublicensed.)
The Chapman Group	Customer Software License Agreement
The Santa Cruz Operation, Inc.	OEM Distribution Agreement (Contract No. 10695)
TimeVision, Inc.	OrgPublisher for Intranets Maintenance Agreement
TimeVision, Inc.	OrgPublisher Population License Agreement and Warranty (10/11/99)
TimeVision, Inc.	OrgPublisher Population License Agreement and Warranty (8/27/99)
Toyo Corporation	Technical Information (product name: Client Pro)
Trellix Corporation	Master License Agreement

Manufacturer	Agreement Title
UPS	Software License Agreement (re: MaxiShip nka Online Professional) (nka as Online Worldship - 7/27/00)
Veritas Software Corporation	Software License and Support Agreement (w/MTI, but includes MTI subsidiaries)
Veritas Software Global Corp.	OEM Software License and Duplication Agreement
Vertex, Inc.	Software License Agreement (re: PayrollTax Calculation System)
Visio Corporation	Volume License Agreement
Vocus, Inc.	License Agreement CA #7989
Western Governors University	Letter (re: logo agreement)
Yamaha Corporation, Ltd.	Software License Agreement
YOUcentric, Inc.	Customer Software License Agreement
ZD Market Intelligence nka Harte-Hanks Market Intelligence	Product & Service License Agreement
Zylab International	Site License

SCHEDULE E

ENCUMBRANCES

1. Micron Electronics, Inc. ("MEI"), a predecessor in interest to the intellectual property of Debtors, engaged Oracle Consulting ("Oracle") to perform certain tasks as an independent contractor pursuant to an April 21, 1994, Master Software License and Services Agreement ("SLSA"). Each specific engagement is performed pursuant to a separately executed Time and Materials Engagement Contract ("TMEC") that makes reference back to the SLSA. Until November 23, 1999, each TMEC contained a provision reserving rights (except copyrights) in and to the work product developed under the TMEC to Oracle. Copyrights in and to any Oracle-developed work product produced under a TMEC were specifically assigned to MEI. On and after November 23, 1999, the TMEC's were amended to provide neither an express withholding nor an express assignment of any intellectual property rights.

2. During the performance of routine trademark searching undertaken prefatory to MEI's use of a trademark, other uses or applications for registration of third party trademarks that may have been similar in some way to one or more of the trademarks may have been present.