OIPE JC136 AUG 27 2002 PATENT & TRADEMARK OFFICE

08-30-2002

102206119

Form PTO-1594 (Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
Tab settings ⇨⇨⇨

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Computer Task Group, Incorporated 8/27/02

- [ ] Individual(s)
- [ ] Association
- [ ] General Partnership
- [ ] Limited Partnership
- [x] Corporation-State
- [ ] Other

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

2. Name and address of receiving party(ies)
Name: JPMorgan Chase Bank
Internal Address:
Street Address: One Chase Square
City: Rochester State: NY Zip: 14643

- [ ] Individual(s) citizenship
- [ ] Association
- [ ] General Partnership
- [ ] Limited Partnership
- [ ] Corporation-State
- [x] Other New York banking corporation

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
- [x] Security Agreement
- [ ] Change of Name
- [ ] Other

Execution Date: 5/9/02

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 2416108, 2122688, 2298959, 1410195

Additional number(s) attached [x] Yes [ ] No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Jodie Salasny, Legal Assistant
Internal Address:
Street Address: c/o Palmer & Dodge LLP
111 Huntington Avenue
City: Boston State: MA Zip: 02199

6. Total number of applications and registrations involved: ..... 6

7. Total fee (37 CFR 3.41).....$ 165.00

- [x] Enclosed
- [x] Authorized to be charged to deposit account

8. Deposit account number:
16/0085

**DO NOT USE THIS SPACE**

9. Signature.

Jodie Salasny — Name of Person Signing
Jodie Salasny — Signature
8/26/02 — Date

Total number of pages including cover sheet, attachments, and document: 43

**Mail documents to be recorded with required cover sheet information to:**
**Commissioner of Patent & Trademarks, Box Assignments**
Washington, D.C. 20231

ATTACHMENT TO RECORDATION FORM COVER SHEET

CONVEYING PARTY: COMPUTER TASK GROUP, INCORPORATED

| **TRADEMARK** | **Reg. No./Ser. No.** |
|---|---|
| SALES CTRL | Reg. No. 1343918; Ser. No. 73/454510 |
| CTRL | Reg. No. 1330655; Ser. No. 73/454509 |

# AMENDED AND RESTATED SECURITY AGREEMENT

THIS AGREEMENT, dated as of May 9, 2002, by and between each of the undersigned debtors (hereinafter collectively referred to as the "Debtors"), JPMorgan Chase Bank, formerly known as The Chase Manhattan Bank, as administrative, documentation, syndication and collateral agent (the "Agent") for the Lenders under the Credit Agreement described below, having an address at One Chase Square, CS-5, Rochester, New York 14643. The Agent and the Lenders are herein collectively referred to from time to time as the "Secured Parties". This Agreement amends and restates in its entirety the Security Agreement dated as of May 11, 2001 by and between the Debtors and the Agent.

WITNESSETH:

WHEREAS, each Debtor is a borrower under the terms of an Amended and Restated Credit Agreement among Computer Task Group, Incorporated, a New York corporation ("CTG"), certain direct and indirect subsidiaries of CTG as joint and several borrowers (collectively with CTG, the "Borrowers"), the Lenders party thereto and the Agent dated as of the date hereof (as amended from time to time, the "Credit Agreement"), pursuant to which the Lenders agreed, subject to the terms and conditions set forth therein, to make certain Loans to the Borrowers (as defined in the Credit Agreement) and the Agent agreed, subject to the terms and conditions set forth therein, to issue Letters of Credit (as defined in the Credit Agreement) for the account of the Borrowers; and

WHEREAS, certain Subsidiaries of the Borrowers (the "Guarantors" and, collectively with the Borrowers, the "Credit Parties") may hereafter guarantee the obligations of the Borrowers under the Credit Agreement pursuant to one or more Loan Guarantees to be entered into by such Guarantors as provided in the Credit Agreement;

WHEREAS, the obligations of the Secured Parties to enter into the Credit Agreement, of the Lenders to make the Loans and of the Agent to issue the Letters of Credit are subject to the condition, among others, that each Debtor shall execute and deliver this Agreement and grant the security interest hereinafter described;

NOW THEREFORE, in consideration of the willingness of the Secured Parties to enter into the Credit Agreement and of the Lenders to agree, subject to the terms and conditions set forth therein, to make the Loans and of the Agent, subject to the terms and conditions set forth therein, to issue the Letters of Credit to the Borrowers pursuant thereto, and for other good and valuable consideration, receipt of which is hereby acknowledged, it is hereby agreed, with the intent to be legally bound, as follows:

1. Defined Terms. Except as otherwise expressly defined herein, all capitalized terms shall have the meanings ascribed to them in the Credit Agreement.



TRADEMARK
REEL: 002572 FRAME: 0137

2. Security Interest. As security for the Secured Obligations described in Section 3 hereof, each Debtor hereby grants to the Agent for itself and for the benefit of the other Secured Parties a security interest in and lien on all of the tangible and intangible personal property and fixtures of such Debtor, including without limitation the property described below, whether now owned or existing or hereafter acquired or arising, together with any and all additions thereto and replacements therefor and proceeds and products thereof (hereinafter referred to collectively as the "Collateral"):

(a) all tangible personal property, including without limitation all present and future goods, inventory (including, without limitation, all printed materials, merchandise, raw materials, work in process, finished goods and supplies), equipment, merchandise, furniture, fixtures, office supplies, motor vehicles, machinery, paper, tools, computers, database systems, computer software and associated equipment now owned or hereafter acquired, including, without limitation, the tangible personal property used in the operation of the businesses of such Debtor;

(b) all rights under all present and future authorizations, permits, licenses and franchises issued, granted or licensed to such Debtor for the operation of its business;

(c) all patents issued or assigned to and all patent applications made by such Debtor and, to the extent that the grant of a security interest does not cause a breach or termination thereof, all exclusive and nonexclusive licenses to such Debtor from third parties or rights to use patents owned by such third parties, including, without limitation, the patents, patent applications and licenses listed on Schedule II hereto, along with any and all (1) inventions and improvements described and claimed therein, (2) reissues, divisions, continuations, extensions and continuations-in-part thereof, (3) income, royalties, damages, claims and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (4) rights to sue for past, present and future infringements thereof, and (5) any other rights corresponding thereto throughout the world (collectively, "Patents");

(d) all trademarks (including service marks), federal and state trademark registrations and applications made by such Debtor, common law trademarks and trade names owned by or assigned to such Debtor, all registrations and applications for the foregoing and all exclusive and nonexclusive licenses from third parties of the right to use trademarks of such third parties, including, without limitation, the registrations, applications, unregistered trademarks, service marks and licenses listed on Schedule III hereto, along with any and all (1) renewals thereof, (2) income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages, claims and payments for past or future infringements thereof, (3) rights to sue for past, present and future infringements thereof, and (4) foreign trademarks, trademark registrations, and trade name applications for any thereof and any other rights corresponding thereto throughout the world (collectively, "Trademarks");

(e) all copyrights, whether statutory or common law, owned by or assigned to such Debtor, and all exclusive and nonexclusive licenses to such Debtor from third parties or rights to use copyrights owned by such third parties, including, without limitation, the registrations, applications and licenses listed on Schedule IV hereto, along with any and all (1) renewals and extensions thereof, (2) income, royalties, damages, claims and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past, present or future infringements thereof, (3) rights to sue for past, present and future infringements thereof, and (4) foreign copyrights and any other rights corresponding thereto throughout the world (collectively, "Copyrights");

(f) all websites (including without limitation, all content, HTML documents, audiovisual material, software, data, hardware, access lines, connections, copyrights, trademarks, patents

and trade secrets relating to such websites) and domain names owned by or assigned to such Debtor and all exclusive and nonexclusive licenses to such Debtor from third parties or rights to use websites or domain names owned by such third parties, including, without limitation, the registrations, applications and licenses listed on Schedule V hereto, along with any and all (1) renewals and extensions thereof, (2) income, royalties, damages, claims and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (3) rights to sue for past, present and future infringements thereof, and (4) any other rights corresponding thereto throughout the world (collectively, "Websites and Domain Names");

(g) the entire goodwill of such Debtor's business and other general intangibles (including know-how, trade secrets, customer lists, proprietary information, inventions, domain names, methods, procedures and formulae) connected with the use of and symbolized by any Patents, Trademarks or Copyrights of such Debtor;

(h) any other intellectual property of such Debtor;

(i) all rights under all present and future vendor or customer contracts and all franchise, distribution, design, consulting, construction, engineering, management and advertising and related agreements;

(j) all rights under all present and future leases of real and personal property; and

(k) all other personal property, including, without limitation, all present and future accounts (including health care insurance receivables), accounts receivable, cash, cash equivalents, deposits, deposit accounts, loss carry back, tax refunds, choses in action, commercial tort claims, investment property, securities, partnership interests, limited liability company interests, contracts, contract rights, general intangibles (including without limitation, all customer and advertiser mailing lists, trade secrets, trade names, domain names, software, payment intangibles, goodwill, customer lists, advertiser lists, catalogs and other printed materials, publications, indexes, lists, data and other documents and papers relating thereto, blueprints, designs, charts, and research and development, whether on paper, recorded electronically or otherwise), any information stored on any medium, including electronic medium, related to any of the personal property of such Debtor, all financial books and records and other books and records relating, in any manner, to the business of such Debtor, all proposals and cost estimates and rights to performance, all instruments and promissory notes, documents and chattel paper (whether tangible or electronic), all letter-of-credit rights (whether or not the letter of credit is evidences by a writing), insurance claims and proceeds, and all debts, obligations and liabilities in whatever form owing to such Debtor from any person, firm or corporation or any other legal entity, whether now existing or hereafter arising, now or hereafter received by or belonging or owing to such Debtor, and all guaranties and security therefor, and all letter of credit and other supporting obligations in respect of such debts, obligations and liabilities.

Any of the foregoing terms which are defined in the Uniform Commercial Code shall have the meaning provided in the Uniform Commercial Code of the State of New York, as amended and in effect from time to time, as supplemented and expanded by the foregoing.

Notwithstanding anything herein to the contrary, but subject in all respects to the provisions contained in this sentence, in no event shall the Collateral hereunder include, and no Debtor shall be deemed to have granted a security interest in any of such Debtor's rights or interests in any license or lease to which such Debtor is a party or any of its rights or interests thereunder or in any equipment subject to a purchase money security interest pursuant to a contract or agreement (a "Purchase Money Agreement") to which such Debtor is a party, in each case to the extent, but only to the extent, that such a



TRADEMARK
REEL: 002572 FRAME: 0139

grant would, under the terms of such license, lease or Purchase Money Agreement, result in a breach of the terms of, or constitute a default under, or cause a termination of, any license, lease or Purchase Money Agreement to which such Debtor is a party; provided, that, notwithstanding the foregoing provisions of this paragraph, (x) the foregoing grant of security interest shall extend to, and the Collateral hereunder shall include, any and all proceeds of any such license, lease, equipment or Purchase Money Agreement to the extent that the assignment or encumbering of such proceeds is not prohibited by applicable law, (y) immediately upon the ineffectiveness, lapse, waiver or termination of any such provision or restriction referred to above in this sentence, the Collateral hereunder shall include, and such Debtor shall be deemed to have granted a security interest in, all such rights and interests in and to each and every license, lease, item of equipment or Purchase Money Agreement to which such provision or restriction pertained as if such provision or restriction had never been in effect and (z) the Collateral shall include, and the Debtor shall be deemed to have granted a security interest in, any of such Debtor's rights, interests, licenses, leases, equipment and any other rights and assets that would not constitute Collateral if the foregoing provisions of this sentence governed, if and to the extent that the issuer of or other party to such license, lease or Purchase Money Agreement has consented to such grant or to the extent that any term of any such rights, interests, licenses, leases, Purchase Money Agreements and other rights and assets would be rendered ineffective pursuant to the Uniform Commercial Code or any other applicable law (including any federal, state or foreign bankruptcy, insolvency or similar law).

3. Secured Obligations. The security interest hereby granted shall secure the due and punctual payment and performance of the following liabilities and obligations of the Credit Parties (herein called the "Secured Obligations"):

(a) Principal of and premium, if any, and interest on the Loans;

(b) Any and all other obligations of any of the Credit Parties to the Secured Parties, whether now existing or hereafter arising, under the Credit Agreement, this Agreement, any Loan Guaranty or any other Facility Document, all as amended from time to time;

(c) Any and all other obligations of any of the Credit Parties to the Secured Parties or any of them, whether now existing or hereafter arising, under any Interest Protection Agreement or any foreign exchange contract; and

(d) Any and all other obligations and Indebtedness of any of the Credit Parties to the Secured Parties or any of them, whether direct or indirect, absolute or contingent, due or to become due or now existing or hereafter arising, including, without limitation, any and all other fees, premiums, penalties or other obligations or Indebtedness of the Credit Parties to the Secured Parties or any of them, in each case in connection with the Credit Agreement, any Loan Guaranty and the other Facility Documents.

4. Perfection Certificate. CTG, on behalf of itself and the other Debtors, has delivered to the Agent a Perfection Certificate in the form appended hereto as Schedule I. Each Debtor represents that the completed Perfection Certificate delivered to the Agent is true and correct in all material respects and the facts contained in such certificate are accurate in all material respects. Each Debtor shall promptly supplement the Perfection Certificate promptly after obtaining information which would require a correction or addition to the Perfection Certificate.

5. Special Warranties and Covenants of the Debtors. Each Debtor hereby warrants and covenants to the Secured Parties that:



TRADEMARK
REEL: 002572 FRAME: 0140

(a) The Perfection Certificate attached hereto as Schedule I, as supplemented or amended from time to time, accurately sets forth the following information for each Debtor: (i) the exact legal name of each Debtor; (ii) the type of organization of each Debtor; (iii) the jurisdiction of organization of each Debtor; (iv) the organizational identification number of each Debtor or, if the Debtor does not have an organizational number, a statement that the Debtor has none; and (iv) the chief executive office, any additional places of business, and the current locations of all Collateral of each Debtor as listed opposite the name of each Debtor. No Debtor will change its type of organization, jurisdiction of organization, or other legal structure unless (x) such change is permitted by the Credit Agreement, (y) thirty (30) days' prior written notice of such change has been given to the Agent and (z) all steps deemed necessary by the Agent to maintain its First Priority Lien in the Collateral have been taken prior to such change. No Debtor will change its chief executive office, any other place of business, or the location of any Collateral from the locations set forth in Schedule I, or make any change in such Debtor's name or mailing address or organizational identification number if it has one, or conduct the Debtor's business operations under any fictitious business name or trade name, without, in any such case, at least thirty (30) days' prior written notice to the Agent. If any Debtor does not have an organizational identification number and later obtains one, such Debtor will forthwith notify the Agent of such organizational identification number.

(b) Except for the security interest created hereunder and as otherwise expressly disclosed in or permitted by the Credit Agreement, each Debtor is the owner of its Collateral free from any lien, security interest or encumbrance and each Debtor will defend its Collateral against all claims and demands of all persons at any time claiming the same or any interest therein, except as permitted by the Credit Agreement. No Debtor holds any commercial tort claims, as defined in Article 9 of the Uniform Commercial Code, in which the damages claimed exceed $500,000, except as indicated on Schedule I attached hereto. If any of the Debtors shall at any time acquire a commercial tort claim, in which the damages claimed exceed $500,000, such Debtor shall immediately notify the Agent in a writing signed by such Debtor of the brief details thereof and grant to the Agent in such writing a security interest therein and in the proceeds thereof, all upon the terms of this Agreement, with such writing to be in form and substance reasonably satisfactory to the Agent.

(c) Except as permitted by the Credit Agreement or otherwise consented to in writing by the Secured Parties, no Debtor will sell or otherwise dispose of any Collateral or any interest therein nor will any Debtor create, incur or permit to exist any mortgage, lien, charge, encumbrance or security interest whatsoever with respect to any Collateral.

(d) Except for Collateral that is obsolete or no longer used in the Debtors' businesses, the Debtors will keep the Collateral in good order and repair (normal wear excepted) and adequately insured at all times in accordance with the provisions of the Credit Agreement. The Debtors will pay promptly when due all taxes and assessments on the Collateral or for its use or operation, except for taxes and assessments permitted to be contested as provided in the Credit Agreement. Following the occurrence and during the continuance of an Event of Default, the Agent may at its option discharge any taxes, liens, security interests or other encumbrances to which any Collateral is at any time subject (other than those permitted by the Credit Agreement), and may, upon the failure of the Debtors to do so in accordance with the Credit Agreement, purchase insurance on any Collateral and pay for the repair, maintenance or preservation thereof, and each Debtor agrees to reimburse the Agent on demand for any payments or expenses incurred by the Agent or the other Secured Parties pursuant to the foregoing authorization and any unreimbursed amounts shall constitute Secured Obligations for all purposes hereof.

(e) No consent of any third party is required for any transfer by a Debtor to the Agent, or from the Agent to any third party of any Collateral following an Event of Default.



TRADEMARK
REEL: 002572 FRAME: 0141

(f) To the extent, if any, that such Debtor's signature is required therefor, each Debtor will promptly execute and deliver to the Agent such financing statements and amendments thereto, certificates and other documents or instruments as may be necessary to enable the Agent to perfect or from time to time renew the security interest granted hereby, including, without limitation, such financing statements and amendments thereto, certificates and other documents as may be necessary to perfect a security interest in any additional Collateral hereafter acquired by such Debtor or in any replacements or proceeds thereof. Each Debtor authorizes and appoints the Agent, in case of need, to execute such financing statements, certificates and other documents pertaining to the Secured Parties' security interest in the Collateral in its stead if such Debtor's signature is required therefor and such Debtor fails to so execute such documents, with full power of substitution, as such Debtor's attorney in fact. The Agent may from time to time request and each Debtor shall deliver copies of all customer lists and vendor lists.

(g) Each Debtor hereby irrevocably authorizes the Agent, at any time and from time to time, to file in any jurisdiction financing statements and amendments thereto that (i) indicate the Collateral (x) as all assets of such Debtor or words of similar effect, regardless of whether any particular asset falls within the scope of Article 9 of the Uniform Commercial Code of the State of New York or such jurisdiction or (y) as being of an equal or lesser scope or with greater detail and (ii) which contain any other information required by Article 9 of the Uniform Commercial Code (including Part 5 thereof) for the sufficiency or filing office acceptance of any financing statement or amendment, including whether (A) any Debtor is an organization, the type of organization and any organization identification number issued to such Debtor and (B) in the case of a financing statement filed as a fixture filing or indicating Collateral as as-extracted collateral or timber to be cut, a sufficient description of the real property to which the Collateral relates. The Debtors agree to furnish any such information to Agent promptly upon request. Each Debtor also ratifies its authorization for the Agent to have filed in any Uniform Commercial Code jurisdiction any like initial financing statements or amendments thereto if filed prior to the date hereof.

(h) Each Debtor agrees that it will join the with the Agent in executing and, at its own expense, will file and refile, or permit the Agent to file and refile such other documents (including, without limitation, this Agreement and licenses to use software and other property protected by copyright), in such offices (including, without limitation, the United States Patent and Trademark Office, appropriate state trademark offices, and the United States Copyright Office), as the Agent may reasonably deem necessary or appropriate in order to perfect and preserve the rights and interests granted to the Agent hereunder.

(i) The records concerning all accounts, accounts receivable and other intangible Collateral of each Debtor other than CTG and CTG Services, Inc. are and will be kept (and all billing and collection activities conducted by each such Debtor will at all times take place) at the address shown in Schedule I as the chief executive office of such Debtor. The records concerning all accounts, accounts receivable and other intangible Collateral of each of CTG and CTG Services, Inc. are and will be kept (and all billing and collection activities conducted by each such Debtor will at all times take place) at the address shown in Schedule I as its chief executive office or at a location of such Debtor designated in Schedule I as a "Financial and Administrative Center."

(j) Schedules II, III, IV and V hereto, respectively, are true, correct and complete lists as of the date hereof of all Patents, Trademarks, Copyrights and Websites and Domain Names owned by the Debtors.

(k) The Debtors are the sole and exclusive owners of the Websites and Domain Names listed on Schedule V hereto and have registered such domain names with Network Solutions, Inc.



TRADEMARK
REEL: 002572 FRAME: 0142

or the applicable authority which provides for the exclusive use by the Debtors of such domain names. The websites do not contain any material, the publication of which may result in (1) the violation of rights of any person or (2) a right of any person against the publisher or distributor of such material.

(l) The domain name servers used in connection with the Debtors' domain names are set forth on Schedule VI hereto. Such domain name servers are controlled by the companies set forth on Schedule VI hereto and located at the locations set forth on Schedule VI hereto. No Debtor will change such domain name servers without 30 days' prior notice to the Administrative Agent, provided, however, that the locations of such domain name servers shall not be changed.

(m) The administrative contacts at Network Solutions Inc. used in connection with the registration of the Debtors' domain names are set forth on Schedule VI hereto. No Debtor will cause a change in the identity of such administrative contacts without 30 days' prior notice to the Administrative Agent.

(n) The Debtors shall, within 15 days after the end of each calendar quarter, provide written notice to the Agent of all applications for registration of Patents, Trademarks, Copyrights, or Websites and Domain Names, to the extent such applications exist, made during the preceding calendar quarter. The Debtors shall file and prosecute diligently all applications for Patents, Trademarks or Copyrights now or hereafter pending that would be necessary to the businesses of the Debtors to which any such applications pertain, and to do all acts necessary to preserve and maintain all rights in such Patents, Trademarks or Copyrights unless such Patents, Trademarks or Copyrights are not material to the Debtors' business, as reasonably determined by the Debtors consistent with prudent and commercially reasonable business practices. Any and all costs and expenses incurred in connection with any such actions shall be borne by the Debtors. Except in accordance with prudent and commercially reasonable business practices, the Debtors shall not abandon any right to file a Patent, Trademark or Copyright application or any pending Patent, Trademark or Copyright application or any Patent, Trademark or Copyright, in each case material to its business, without the consent of the Agent, or permit to lapse or become abandoned, settle or compromise any pending or future litigation or administrative proceeding with respect to any of the foregoing without the consent of the Administrative Agent.

(o) Each Debtor has made and will continue to make all necessary filings and recordations from time to time and use appropriate statutory notice to protect its interests in the Collateral, including, without limitation, registration of its Websites and Domain Names with the appropriate domain name registrars and the appropriate recordations of its interests in the Patents and Trademarks in the United States Patent and Trademark Office and in corresponding offices wherever it does business using such Patents and Trademarks throughout the world and its claims to Copyrights in the United States Copyright Office, and as otherwise requested from time to time by the Agent, but in any event all in a manner consistent with prudent and commercially reasonable business practices.

(p) Each Debtor will, promptly following its becoming aware thereof, notify the Agent of (i) any materially adverse determination in any proceeding in the United States Patent and Trademark Office or United States Copyright Office with respect to any Patent, Trademark or Copyright material to such Debtor's business; or (ii) any written claim received, the institution of any proceeding or any materially adverse determination in any federal, state, local or foreign court or administrative bodies regarding such Debtor's claim of ownership in or right to use any of the Collateral, its right to register any of the Collateral, or its right to keep and maintain such registration in full force and effect.

(q) Each Debtor will furnish to the Agent from time to time statements and amended schedules further identifying and describing the Collateral and such other materials evidencing or reports



TRADEMARK
REEL: 002572 FRAME: 0143

pertaining to the Collateral as the Agent may from time to time reasonably request, all in reasonable detail.

(r) Without in any way limiting the obligation of the Debtors to obtain the consent of the Secured Parties to the opening of any deposit account in accordance with the Credit Agreement, prior to establishing any deposit account with any institution other than the Agent, each Debtor will execute and deliver, and cause any such institution to execute and deliver, to the Agent a Blocked Account Agreement, or if such account is a Lockbox Account, a Lockbox Account Agreement, with respect to such deposit account in a form reasonably satisfactory to the Agent.

(s) If any Debtor is, now or at any time hereafter, a beneficiary under a letter of credit now or hereafter, such Debtor will promptly notify the Agent thereof and, at the request and option of the Agent, such Debtor shall, pursuant to an agreement in form and substance satisfactory to the Agent, either (i) arrange for the issuer and any confirmer or other nominated person of such letter of credit to consent to an assignment to the Agent of the proceeds of the letter of credit or (ii) arrange for the Agent to become the transferee beneficiary of the letter of credit, with the Agent agreeing, in each case, that the proceeds of the letter of credit are to be applied as provided in the Credit Agreement.

(t) To the extent any Debtor shall, now or at any time hereafter, hold or acquire any promissory note or other instrument or tangible chattel paper, such Debtor will promptly notify the Agent thereof and, at the request and option of the Agent, such Debtor will deliver such promissory note or other instrument or tangible chattel paper to the Agent to be held as Collateral hereunder, together with an endorsement thereof reasonably satisfactory in form and substance to the Agent.

(u) If, now or at any time hereafter, any Collateral of the Debtor is in the possession of a bailee, such Debtor with promptly notify the Agent thereof, and, at the request and option of the Agent, such Debtor shall take or cause to be taken such steps as the Agent may reasonably request for the Agent to obtain an acknowledgment, in form and substance satisfactory to the Agent, of any bailee having possession of any of the Collateral that it holds such Collateral for the Agent.

(v) If, now or at any time hereafter, any Debtor shall obtain or hold any investment property or electronic chattel paper, such Debtor will promptly notify the Agent thereof and, at the request and option of the Agent, such Debtor will take or cause to be taken such steps as the Agent may reasonably request for the Agent to obtain "control" (as provided in Sections 9-105 and 9-106 of the Uniform Commercial Code of the State of New York, as amended and in effect from time to time) of such Collateral.

6. Fixtures, etc. It is the intention of the parties hereto that (except for Collateral located on real estate owned in fee simple by any Debtor that has been mortgaged to the Agent pursuant to a Mortgage) none of the Collateral shall become fixtures and each Debtor will take all such reasonable action or actions as may be necessary to prevent any of the Collateral from becoming fixtures. Without limiting the generality of the foregoing, each Debtor will, if requested by the Agent, use commercially reasonable efforts to obtain waivers of Liens in form satisfactory to the Agent, from each lessor of Material Leasehold Property on which any of the Collateral is or is to be located to the extent requested by the Agent.

7. Events of Default. The Debtors shall be in default under this Agreement upon the happening of any Event of Default, as defined in the Credit Agreement (herein called an "Event of Default").



TRADEMARK
REEL: 002572 FRAME: 0144

8. Rights and Remedies of Secured Parties. Upon the occurrence and during the continuance of any Event of Default, the Secured Parties shall have the following rights and remedies:

(a) All rights and remedies provided by law, including, without limitation, those provided by the Uniform Commercial Code;

(b) All rights and remedies provided in this Agreement; and

(c) All rights and remedies provided in the Credit Agreement, or in the Facility Documents, or in any other agreement, document or instrument pertaining to the Secured Obligations.

9. Royalty Free License. If at any time the Agent has the right to dispose of any of the Collateral which is subject to a Patent, Trademark or Copyright which any of the Debtors own or control through a license or otherwise, such Debtor grants to the Secured Parties a royalty free license (to the extent such rights are assignable) to use any such Patent, Trademark or Copyright, in addition to the grant of any security interest granted to the Secured Parties in such Patent, Trademark or Copyright to dispose of any such Collateral. Such royalty free license shall extend to any person or persons purchasing such Collateral from the Secured Parties.

10. Right of Agent to Dispose of Collateral, etc. Upon the occurrence and during the continuance of any Event of Default, but subject to the provisions of the Uniform Commercial Code or other applicable law, the Agent shall have the right to take possession of the Collateral and, in addition thereto, the right to enter upon any premises on which the Collateral or any part thereof may be situated and remove the same therefrom. The Agent may require the Debtors to make the Collateral (to the extent the same is moveable) available to the Agent at a place to be designated by the Agent which is reasonably convenient to both parties or transfer any information related to the Collateral to the Agent by electronic medium. Unless the Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, the Agent will give the Debtors at least ten (10) days' prior written notice in accordance with Section 20 hereof of the time and place of any public sale thereof or of the time after which any private sale or any other intended disposition thereof is to be made. Any such notice shall be deemed to meet any requirement hereunder or under any applicable law (including the Uniform Commercial Code) that reasonable notification be given of the time and place of such sale or other disposition. The Agent may comply with any applicable state or federal law requirements in connection with a disposition of the Collateral and compliance will not be considered adversely to affect the commercial reasonableness of any sale of the Collateral.

11. Credit Agreement. Notwithstanding any other provision of this Agreement, the rights of the parties hereunder are subject to the provisions of the Credit Agreement, including the provisions thereof pertaining to the rights and responsibilities of the Agent. In the event that any provision of this Agreement is in conflict with the terms of the Credit Agreement, the Credit Agreement shall control. Unless the context shall otherwise clearly indicate, the terms "Secured Party" and "Secured Parties" as used herein shall be deemed to include the Agent acting on behalf of the Secured Parties pursuant to the Credit Agreement. The term "Agent" as used herein shall include JPMorgan Chase Bank, or any other Person acting as Agent for the Secured Parties pursuant to the terms of the Credit Agreement.

12. Right of Agent to Use and Operate Collateral, etc. Upon the occurrence and during the continuance of any Event of Default, but subject to the provisions of the Uniform Commercial Code or other applicable law, the Agent shall have the right and power to (a) take possession of all or any part of the Collateral, and to exclude the Debtors and all persons claiming under the Debtors wholly or partly therefrom, and thereafter to hold, store, and/or use, operate, manage and control the same and (b) grant a



TRADEMARK
REEL: 002572 FRAME: 0145

license to use, or cause to be granted a license to use, any or all of the Patents, Trademarks, Copyrights and Websites and Domain Names (in the case of Trademarks, along with the goodwill associated therewith, and in the case of Trademark licenses, subject to the quality control provisions of the original licenses) or any part thereof, in each case free of all rights and claims of the Debtors therein and thereto. Upon any such taking of possession, the Agent may, from time to time, at the expense of the Debtors, make all such repairs, replacements, alterations, additions and improvements to and of the Collateral as the Agent may reasonably deem proper. In any such case the Agent shall have the right to manage and control the Collateral and to carry on the business and to exercise all rights and powers of the Debtors in respect thereto as the Agent shall reasonably deem best, including the right to enter into any and all such agreements with respect to the operation of the Collateral or any part thereof as the Agent may reasonably see fit; and the Agent shall be entitled to collect and receive all rents, issues, profits, fees, revenues and other income of the same and every part thereof. Such rents, issues, profits, fees, revenues and other income shall be applied to pay the reasonable expenses of holding and operating the Collateral and of conducting the business thereof, and of all maintenance, repairs, replacements, alterations, additions and improvements, and to make all payments which the Agent may be required or may reasonably elect to make, if any, for taxes, assessments, insurance and other charges upon the Collateral or any part thereof, and all other payments which the Agent may be required or authorized to make under any provision of this Agreement (including legal costs and reasonable attorneys' fees). The remainder of such rents, issues, profits, fees, revenues and other income shall be applied as provided in Section 15.

13. Dispositions from Deposit Accounts. The Agent shall have the right at any time or times to give any depository bank which is party to a Lockbox Account Agreement or Blocked Account Agreement instructions as to the withdrawal, transfer or other disposition of any funds in any deposit accounts of the Debtors subject thereto, without the consent of the Debtors, and may apply all sums withdrawn from such deposit accounts to the payment of the Secured Obligations in accordance with the terms of the Credit Agreement. In addition, to the extent that the Debtors have any withdrawal rights under the terms of a Blocked Account Agreement with respect to the deposit accounts covered thereby after the execution and delivery thereof, upon the occurrence and during the continuance of any Event of Default, the Agent may instruct the depository bank under such Blocked Account Agreement to terminate such withdrawal rights of the Debtors. The Debtors constitute and appoint irrevocably the Agent their true and lawful attorney, with full power of substitution, without limitation, to demand, collect, receive and sue for all amounts which may become due and payable under the deposit accounts subject to any Lockbox Account Agreement or Blocked Account Agreement, and to execute all withdrawal receipts or other orders for the Debtors, in the Agent's own name or in the name of the Debtors or otherwise, which the Agent deems necessary or appropriate to protect and preserve its right, title and interest in such deposit accounts.

14. Collection of Accounts Receivable, etc. (a) On or before the Closing Date, each of the Debtors shall (i) direct all of its account debtors to make all payments on such Debtor's accounts receivable directly to the Lockboxes with one or more financial institutions reasonably acceptable to, and in the name and under control of, the Agent, (ii) establish Lockbox Accounts in the Agent's name for the benefit of each Debtor with financial institutions reasonably acceptable to the Agent, into which all payments received in the Lockboxes shall be deposited, and into which each Debtor will immediately deposit all payments made for services sold or rendered by such Debtor and received by it in the identical form in which such payments were made, whether by cash or check, and (iii) cause each Credit Party, any Affiliate of a Credit Party, and any other Person acting for or in concert with a Credit Party that receives any monies, checks, notes, drafts or other payments relating to or as proceeds of accounts receivable or other Collateral, to receive and hold such items in trust for, and subject to Liens in favor of the Agent and, immediately upon receipt thereof, shall remit the same (or cause the same to be remitted) in hand to the Lockbox Accounts.



TRADEMARK
REEL: 002572 FRAME: 0146

(b) On or before the Closing Date, each Debtor shall cause each financial institution with which a Lockbox and Lockbox Account has been established to enter into a Lockbox Account Agreement on terms reasonably satisfactory to the Agent, confirming that the amounts on deposit in such Lockbox and Lockbox Account are subject to Liens in favor of the Agent, that such financial institution has no right to setoff against such Lockbox or Lockbox Account or against any other account maintained by such financial institution into which the contents of such Lockbox Account are transferred, and that such financial institution shall wire, or otherwise transfer in immediately available funds in a manner reasonably satisfactory to the Agent, funds deposited in the Lockbox Account on a daily basis as such funds are collected.

(c) The Debtors agree to pay all reasonable fees, costs and expenses which the Debtors incur in connection with opening and maintaining a Lockbox and Lockbox Account. All of such fees, costs and expenses which remain unpaid pursuant to any Lockbox or Lockbox Account Agreement with the Debtors, to the extent same shall have been paid by the Agent hereunder, shall constitute Loans under the Credit Agreement, shall be payable to the Agent by the Debtors upon demand, and, until paid, shall bear interest at the highest rate then applicable to Loans thereunder. All checks, drafts, instruments and other items of payment or proceeds of Collateral delivered to the Agent in kind shall be endorsed by the requisite Debtor, to the Agent, and, if that endorsement of any such item shall not be made for any reason, the Agent is hereby irrevocably authorized to endorse the same on such Debtor's behalf. For the purpose of this Section 14(c), each Debtor irrevocably hereby makes, constitutes and appoints the Agent (and all Persons designated by the Agent for that purpose) as such Debtor's true and lawful attorney and agent-in-fact (i) to endorse such Debtor's name upon said items of payment and/or proceeds of Collateral of the Debtors and upon any chattel paper, document, instrument, invoice or similar document or agreement relating to any account receivable of a Debtor or goods pertaining thereto; (ii) to take control in any manner of any item of payment or proceeds thereof; (iii) to have access to any Lockbox or other postal box into which any of the Debtors' mail is deposited; and (iv) open and process all mail addressed to any Debtor and deposited therein.

(d) The Agent may, at any time and from time to time after the occurrence and during the continuance of an Event of Default, whether before or after notification to any account debtor and whether before or after the maturity of any of the Secured Obligations, (i) enforce collection of any of the Debtors' accounts receivable or contract rights by suit or otherwise; (ii) exercise all of the Debtors' rights and remedies with respect to proceedings brought to collect any accounts receivable; (iii) surrender, release or exchange all or any part of any accounts receivable of the Debtors, or compromise or extend or renew for any period (whether or not longer than the original period) any indebtedness thereunder; (iv) sell or assign any account receivable of any of the Debtors upon such terms, for such amount and at such time or times as the Agent reasonably deems advisable; (v) prepare, file and sign the requisite Debtor's name on any proof of claim in bankruptcy or other similar document against any account debtor indebted on an account receivable of such Debtor; and (vi) do all other acts and things which are necessary, in the Agent's reasonable discretion, to fulfill each Debtor's performance of the Secured Obligations and to allow the Agent to collect the accounts receivable. In addition to any other provision hereof or in any of the other Facility Documents, the Agent may at any time on or after the occurrence of an Event of Default, at the Debtors' sole expense, notify any parties obligated on any of the accounts receivable of the Debtors to make payment directly to the Agent of any amounts due or to become due thereunder.

15. Proceeds of Collateral. After deducting all reasonable costs and expenses of collection, storage, custody, sale or other disposition and delivery (including legal costs and reasonable attorneys' fees) and all reasonable other charges against the Collateral, the residue of the proceeds of any such sale or disposition shall be applied to the payment of the Secured Obligations by the Agent in accordance with the terms of the Credit Agreement and any surplus shall be returned to the Debtors or to any person or party lawfully entitled thereto (including, if applicable, any subordinated creditors of the Debtors). By



TRADEMARK
REEL: 002572 FRAME: 0147

way of enlargement and not by way of limitation of the rights of the Agent under applicable law or the Credit Agreement or Security Documents, the Agent shall allocate the proceeds of the Collateral to the Secured Obligations (including without limitation, the Loans) in accordance with the terms of the Credit Agreement. In the event the proceeds of any sale, lease or other disposition of the Collateral hereunder are insufficient to pay all of the Secured Obligations in full, the Debtors will be liable for the deficiency, together with interest thereon at the maximum rate provided in the Credit Agreement, and the reasonable cost and expenses of collection of such deficiency, including (to the extent permitted by law), without limitation, reasonable attorneys' fees, expenses and disbursements.

16. Waivers, etc. Each Debtor hereby waives presentment, demand, notice, protest and, except as is otherwise provided herein or in the other Facility Documents, all other demands and notices in connection with this Agreement or the enforcement of the Secured Parties' rights hereunder or in connection with any Secured Obligations or any Collateral; consents to and waives notice of the granting of renewals, extensions of time for payment or other indulgences to the Debtors or to any account debtor in respect of any account receivable or to any other third party, or substitution, release or surrender of any Collateral, the addition or release of persons primarily or secondarily liable on any Secured Obligation or on any account receivable or other Collateral, the acceptance of partial payments on any Secured Obligation or on any account receivable or other Collateral and/or the settlement or compromise thereof. No delay or omission on the part of the Agent or the Secured Parties in exercising any right hereunder shall operate as a waiver of such right or of any other right hereunder. Any waiver of any such right on any one occasion shall not be construed as a bar to or waiver of any such right on any future occasion. **EACH DEBTOR FURTHER WAIVES ANY RIGHT IT MAY HAVE UNDER THE LAWS OF THE STATE OF NEW YORK, UNDER THE LAWS OF ANY STATE IN WHICH ANY OF THE COLLATERAL MAY BE LOCATED, OR UNDER THE LAWS OF THE UNITED STATES OF AMERICA, TO NOTICE (OTHER THAN ANY REQUIREMENT OF NOTICE PROVIDED HEREIN) OR TO A JUDICIAL HEARING PRIOR TO THE EXERCISE OF ANY RIGHT OR REMEDY PROVIDED BY THIS AGREEMENT TO THE AGENT OR THE SECURED PARTIES AND WAIVES ITS RIGHTS, IF ANY, TO SET ASIDE OR INVALIDATE ANY SALE DULY CONSUMMATED IN ACCORDANCE WITH THE FOREGOING PROVISIONS HEREOF ON THE GROUNDS (IF SUCH BE THE CASE) THAT THE SALE WAS CONSUMMATED WITHOUT A PRIOR JUDICIAL HEARING.** Each Debtor's waivers under this section have been made voluntarily, intelligently and knowingly and after such Debtor has been apprised and counseled by its attorneys as to the nature thereof and its possible alternative rights.

17. Termination; Assignment, etc. When all the Secured Obligations have been paid in full and have been terminated and the commitments of the Lenders to make any Loan under the Credit Agreement have terminated or expired and no Letters of Credit remain outstanding, this Agreement and the security interest in the Collateral created hereby shall terminate. In such event, the Agent agrees to execute appropriate releases of liens on the Collateral upon the request of the Debtors and at the Debtors' reasonable expense. No waiver by the Agent or by any other holder of Secured Obligations of any default shall be effective unless in writing nor operate as a waiver of any other default or of the same default on a future occasion. In the event of a sale or assignment of part or all of the Secured Obligations by any Secured Party, each such Secured Party may assign or transfer its respective rights and interest under this Agreement in whole or in part to the purchaser or purchasers of such Secured Obligations, whereupon such purchaser or purchasers shall become vested with all of the powers and rights of the Secured Party hereunder.

18. Reinstatement. Notwithstanding the provisions of Section 17, this Agreement shall continue to be effective or be reinstated, as the case may be, if at any time any amount received by the Agent in respect of the Secured Obligations is rescinded or must otherwise be restored or returned by any Secured Party upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of any of the



TRADEMARK
REEL: 002572 FRAME: 0148

Borrowers, any other Credit Party or upon the appointment of any intervener or conservator of, or trustee or similar official for, the Debtors or Borrowers, any other Credit Party or any substantial part of any of their properties, or otherwise, all as though such payments had not been made.

19. Governmental Approval. Prior to or, where permitted, upon the exercise by the Agent of any power, right, privilege or remedy pursuant to this Agreement which requires any consent, approval, registration, qualification or authorization of any governmental authority or instrumentality, each Debtor will execute and deliver, or will cause the execution and delivery of, all applications, certificates, instruments and other documents and papers that such Debtor may be required to obtain for such governmental consent, approval, registration, qualification or authorization.

20. Notices. All notices, consents, approvals, elections and other communications hereunder shall be in writing (whether or not the other provisions of this Agreement expressly so provide) and shall be deemed to have been duly given if delivered in accordance with the terms of the Credit Agreement

21. Miscellaneous. This Agreement shall inure to the benefit of and be binding upon the Secured Parties and be binding upon the Agent and each Debtor and their respective successors and assigns. In case any provision in this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

22. Governing Law; Jurisdiction; Waiver of Jury Trial. **PURSUANT TO SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW, THE WHOLE OF THIS AGREEMENT, INCLUDING THE VALIDITY HEREOF AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER, SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.** Each Debtor, to the extent that it may lawfully do so, hereby consents to service of process, and to be sued, in the County of Erie, State of New York and any federal court located in the County of Erie, State of New York, as well as to the jurisdiction of all courts to which an appeal may be taken from such courts, for the purpose of any suit, action or other proceeding arising out of any of its obligations hereunder or with respect to the transactions contemplated hereby, and expressly waives any and all objections it may have as to venue in any such courts. Each Debtor further agrees that a summons and complaint commencing an action or proceeding in any of such courts shall be properly served and shall confer personal jurisdiction if served personally or as otherwise provided under the laws of the State of New York. Nothing in this Agreement shall affect any right the Agent or any Secured Party may otherwise have to bring an action or proceeding relating to this Agreement against any Debtor or its properties in the courts of any jurisdiction. **EACH DEBTOR IRREVOCABLY WAIVES ALL RIGHT TO A TRIAL BY JURY IN ANY SUIT, ACTION OR OTHER PROCEEDING INSTITUTED BY OR AGAINST SUCH DEBTOR IN RESPECT OF ITS OBLIGATIONS HEREUNDER OR THE TRANSACTIONS CONTEMPLATED HEREBY.**

23. Stock Pledge Agreements. Certain of the Debtors are parties to the Amended and Restated Stock Pledge Agreement of even date herewith (as amended from time to time, the "Pledge Agreement") among such Debtors and the Agent, pursuant to which such Debtors have pledged to the Agent, for the benefit of the Secured Parties named therein, the Pledged Collateral (as defined in the Pledge Agreement), and CTG International, Inc. ("CTG International") is a party to the Netherlands Pledge Agreement referred to in clause (a) of the definition of "Netherlands Pledge Agreement" set forth in Section 1.1 of the Credit Agreement (as amended from time to time, the "Applicable Netherlands Pledge Agreement") pursuant to which CTG International has pledged to the Agent, for the benefit of the



TRADEMARK
REEL: 002572 FRAME: 0149

Lenders, 65% of the issued and outstanding stock of CTG Europe (the "CTG Europe Stock"). The parties hereto hereby acknowledge and agree that the pledge of the Pledged Collateral (as defined in the Pledge Agreement) by the Debtors to the Agent and the pledge of the CTG Europe Stock by CTG International to the Agent shall be governed by the terms of the Pledge Agreement and the Applicable Netherlands Pledge Agreement, respectively, and not by the terms of this Agreement.



TRADEMARK
REEL: 002572 FRAME: 0150

IN WITNESS WHEREOF, the parties have executed this Amended and Restated Security Agreement as a sealed instrument as of the date first above written.

DEBTORS:

**COMPUTER TASK GROUP, INCORPORATED**

By: _____
Name: Gregory M. Dearlove
Title: Vice President

**CTG SERVICES, INC.**

By: _____
Name: Gregory M. Dearlove
Title: Vice President

**COMPUTER TASK GROUP INTERNATIONAL, INC.**

By: _____
Name: Gregory M. Dearlove
Title: Vice President

**CTG HEALTHCARE SOLUTIONS, INC.**

By: _____
Name: Gregory M. Dearlove
Title: Vice President

**CTG HEALTHCARE SOLUTIONS (KANSAS), INC.**

By: _____
Name: Gregory M. Dearlove
Title: Vice President



TRADEMARK
REEL: 002572 FRAME: 0151

AGENT:

**JPMORGAN CHASE BANK, individually and as Agent for the Secured Parties**

By: _____
Name: John M. Hariaczyi
Title: Vice President

SCHEDULE I

PERFECTION CERTIFICATE

(UCC Financing Statements)

See Attached



TRADEMARK
REEL: 002572 FRAME: 0153

# PERFECTION CERTIFICATE

The undersigned, **COMPUTER TASK GROUP, INCORPORATED**, a New York corporation (the "Company"), by its Vice President, Secretary and General Counsel, hereby certifies to **JPMORGAN CHASE BANK** (the "Agent"), as follows:

1. Name.

(a) The exact legal name of the Company as that name appears in its charter documents is as follows:

**Computer Task Group, Incorporated**

(b) The following is a list of all other names (including trade names or similar appellations) used by the Company, or any active domestic Subsidiary of the Company, or any other business or organization to which the Company or any active domestic Subsidiary of the Company became the successor by merger, consolidation, acquisition, change in form, nature or jurisdiction of organization or otherwise, now or at any time during the past five years and, in the case of any such business or organization, any chief executive office or other principal place of address used thereby during such period to the extent known to the Company:

**See Attached Response to Question 1(b)**

(c) The following is the Company's federal employer identification number and state-issued identification number:

Federal Employer Identification Number: **16-0912632**

State-Issued Identification Number: **N/A**

(d) The following is a list which sets forth for each Subsidiary of the Company such Subsidiary's exact legal name, type of organization, jurisdiction of organization, and, if such Subsidiary is active, any federal or other tax identification number and state-issued identification number for such Subsidiary:

**See Attached Response to Question 1(d)**

(e) The jurisdiction of organization of the Company is as follows:

**New York**

2. Current Locations.

(a) The chief executive office and mailing address of the Company is located at the following address:

**800 Delaware Avenue, Buffalo, New York 14209**

(b) The chief executive office and mailing address of each Subsidiary is located at the address set forth below, next to the name of such Subsidiary:

**See Attached Response to Question 2(b)**

(c) The addresses of the principal places of business of the Company and each Subsidiary (in addition to its chief executive office address provided above) are set forth below, opposite the name of the Company and each Subsidiary:

**See Attached Response to Question 2(c)**

(d) The following are all other locations in which the Company or any Subsidiary maintains any books or records relating to any accounts, contract rights, chattel paper, general intangibles or mobile goods (the name of the entities (Company and/or Subsidiaries) that maintain books and records at such locations are identified opposite such locations):

(i) In the United States of America:

**None**

(ii) Outside the United States of America:

**None**

(e) The following are all other places of business of the Company and its Subsidiaries (the name of the entities (Company and/or Subsidiaries) that utilize such locations are identified opposite such locations):

(i) In the United States of America:

**See Attached Response to Question 2(e)(i)**

(ii) Outside the United States of America:

**None**

(f) The following are all other locations where any inventory or equipment of the Company and its Subsidiaries is located (the name of the entities (Company and/or Subsidiaries) whose inventory or equipment is stored at such locations are identified opposite such locations):

(i) In the United States of America:

**None, except for non-material portions of equipment used by personnel of Company or any Subsidiary and temporarily located at the premises of any customer thereof.**

(ii) Outside the United States of America:

**None, except for non-material portions of equipment used by personnel of Company or any Subsidiary and temporarily located at the premises of any customer thereof.**

(g) The following are the names and addresses of all persons or entities other than the Company and its Subsidiaries, such as lessees, consignees, warehousemen or purchasers of chattel paper, which have possession or are intended to have possession of any of the Collateral consisting of chattel paper, inventory or equipment:

**None**

3. Prior Locations.

(a) Set forth below is the information required by subparagraphs (a), (b) and (c) of §2 with respect to each location or place of business previously maintained by the Company or any Subsidiary at any time during the past four months:

(a) None
(b) None
(c) None

(b) Set forth below is information required by subparagraphs (d) and (e) of §2 with respect to each other location at which, or other person or entity with which, any inventory or equipment of the Company or any Subsidiary has been previously held at any time during the past four months:

(d) None
(e) *Corning, NY*
52 East Market Street
3rd Floor
Corning, NY 14830-2709
*(moved out 4-1-02)*

*Tampa, FL*

1715 N. Westshore Blvd., Ste. 400
Tampa, FL 33607-3926
*(moved out 2-28-02)*

4. Real Estate Fixtures. Attached hereto as Response to Question 4 is the information required by UCC §9-402(5) of each state in which any fixtures of the Company or any Subsidiary are or are to be located and the name and address of each real estate recording office where a mortgage on the real estate on which such fixtures are or are to be located would be recorded.

**See Attached Response to Question 4**

5. Unusual Transactions. Except as set forth below, all of the property and assets of the Company and its Subsidiaries pledged to the Agent as Collateral has been originated by the Company and its Subsidiaries in the ordinary course of their respective businesses or consist of goods which have been acquired by the Company or its Subsidiaries in the ordinary course from a person in the business of selling goods of that kind.

**None**

6. Deposit Accounts. Set forth below is a complete list of all bank accounts maintained by the Company and its Subsidiaries (provide name of owner of account, name and address of depository bank, type of account and account number):

**See Schedule 5.19 to Amended and Restated Credit Agreement dated the date hereof.**

7. Investment Property. Except for the *de minimis* items described generally below, set forth below is a complete list of all stocks, bonds, debentures, notes, security entitlements, securities accounts and other investment property owned by the Company and its Subsidiaries (provide name of owner, name of issuer, description of security and value and, in the case of any securities account, the account number and the name of the securities intermediary at which such account is maintained).

**None, except for shares representing a minority interest in two closely held local Buffalo companies accepted in lieu of fees for services and not valued at more than $150,000 in the aggregate and shares of various companies held for purposes of obtaining shareholder information or obtained in settlement of claims in bankruptcy proceedings and not valued at more than $5,000 in the aggregate.**

8. Commercial Tort Claims. Set forth below is a complete description of all existing commercial tort claims held by the Company and its Subsidiaries in which the damages claimed exceed $500,000 (provide brief description of each claim).

**None**

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of the 9th day of May , 2002.

**COMPUTER TASK GROUP, INCORPORATED**

**By:** _____

Peter P. Radetich, Vice President, Secretary and General Counsel

## RESPONSE TO QUESTION 1(b)

TRADE NAMES; PREDECESSORS

**Trade Names of Company used within the past 5 years:**

(a) CTG

(b) Exemplar (formerly used to designate segment of Company's business – ceased using during 2000)

(c) ITCapital (formerly used to designate segment of Company's business – ceased using during 2000)

(d) CTG Retail Solutions

**Business or organizations to which Company became the successor within the past 5 years:**

(a) Zenius, Inc. (separate subsidiary of Company formed in approximately December 1998 to handle e-business – merged into Company in late 2000)

Former chief executive office: 800 Delaware Avenue, Buffalo, New York 14209

Former additional principal place of business: 3500 Piedmont Road, N.E. 200, Atlanta, Georgia 30305-1503

(b) (i) Elumen Solutions, Inc. (acquired by Company in approximately February 1999 and now known as "CTG Healthcare Solutions, Inc."; but formerly (pre-acquisition) known as "EOS Group, Inc.")

Former chief executive office: 312 Plum Street, Suite 700, Cincinnati, Ohio 45202

(ii) Elumen Solutions (Kansas), Inc. (subsidiary of Elumen Solutions, Inc. acquired by Company in approximately February 1999 and now known as "CTG Healthcare Solutions (Kansas), Inc."; but formerly (pre-acquisition) known as "DARCA, Inc.")

Former chief executive office [Elumen Solutions (Kansas), Inc.]: 7401 West 129th Street, Suite 110, Overland Park, KS 66213



TRADEMARK
REEL: 002572 FRAME: 0159

Former chief executive office [Darca, Inc.]: 8900 State Line Road, Suite 333, Leawood, KS 66206

(iii) Elumen Solutions (Ohio), Inc. (subsidiary of Elumen Solutions, Inc. acquired by Company in approximately February 1999, formerly known as "Exemplar Solutions, Inc." and merged into CTG Healthcare Solutions (Kansas), Inc. approximately one year ago)

Former chief executive office: 312 Plum Street, Suite 700, Cincinnati, Ohio 45202

## RESPONSE TO QUESTION 1(d)

SUBSIDIARIES

***Domestic Subsidiaries***

| Exact Legal Name | Type of Organization | Jurisdiction of Formation | Federal Identification Number | State Identification Number |
|---|---|---|---|---|
| Computer Task Group of Kansas, Inc. * | Corporation | Kansas | N/A | N/A |
| Computer Task Group of Delaware, Inc.* | Corporation | Delaware | N/A | N/A |
| Computer Task Group International, Inc. | Corporation | Delaware | 16-1390358 | 2096020 |
| CTG Services, Inc. | Corporation | New York | 16-1512587 | N/A |
| CTG Healthcare Solutions, Inc. | Corporation | Delaware | 31-1562400 | 2794859 |
| CTG Healthcare Solutions (Kansas), Inc. | Corporation | Kansas | 48-1078335 | 1718915 |

*** Inactive**

***Foreign Subsidiaries***

| Exact Legal Name | Type of Organization | Jurisdiction of Formation | Identification Number |
|---|---|---|---|
| Computer Task Group (Holdings) Ltd. * | English Corporation | UK | N/A |
| Computer Task Group Europe, B.V. | Netherlands Corporation | The Netherlands | nl 007963439 |
| Computer Task Group (U.K.), Ltd. | English Corporation | UK | 610/22920/02480 |
| Computer Task Group Nederland, B.V. | Netherlands Corporation | The Netherlands | nl 007963439 |
| Computer Task Group Belgium, B.V. | Belgium corporation | Belgium | BE 450.277.958 |
| Computer Task Group Luxembourg, S.A. | Luxembourg corporation | Luxembourg | LU 168 455 67 |
| Computer Task Group of Canada, Inc. | Canadian Corporation | Ontario Canada | 103571105 |
| Rendeck Macro-4 Software N.V.* | Netherlands Corporation | The Netherlands | N/A |

| | | | |
|---|---|---|---|
| Computer Task Group France, S.A.S.* | French Corporation | France | N/A |
| CTG of England, Ltd. ** | English Corporation | UK | N/A |

*** Inactive** ****Inactive or dissolved**

## RESPONSE TO QUESTION 2(b)

SUBSIDIARY CHIEF EXECUTIVE OFFICES

| Subsidiary Name | Chief Executive Office |
|---|---|
| CTG Services, Inc. | 800 Delaware Avenue<br>Buffalo, New York 14209 |
| Computer Task Group of Kansas, Inc. | 800 Delaware Avenue<br>Buffalo, New York 14209 |
| CTG Healthcare Solutions, Inc. | 312 Plum Street, Suite 700<br>Cincinnati, Ohio 45202 |
| CTG Healthcare Solutions (Kansas), Inc. | 13220 Metcalf Avenue, Suite 140<br>Overland Park, Kansas 66213 |
| Computer Task Group of Delaware, Inc. | 800 Delaware Avenue<br>Buffalo, New York 14209 |
| Computer Task Group International, Inc. | 800 Delaware Avenue<br>Buffalo, New York 14209 |
| Computer Task Group of Canada, Inc. | 1 Yonge Street, Suite 1902<br>Toronto, Ontario, Canada M5E 1E5 |
| Rendeck Macro-4 Software, N.V. | Bouwerij 4<br>1185 XX Amstelveen<br>The Netherlands |
| Computer Task Group Europe, B.V. | Bouwerij 4<br>1185 XX Amstelveen<br>The Netherlands |
| Computer Task Group Nederland, B.V. | Bouwerij 4<br>1185 XX Amstelveen<br>The Netherlands |
| CTG of England, Ltd. | inactive, no address |



TRADEMARK
REEL: 002572 FRAME: 0163

| Subsidiary Name | Chief Executive Office |
| --- | --- |
| Computer Task Group Belgium, B.V. | Woluwelaan 140 A<br>Bus 3<br>1831 DIEGEM<br>Belgium |
| Computer Task Group Luxembourg, S.A. | ZI de Bourmicht N 10<br>L – 8070 Bertrange |
| Computer Task Group (U.K.), Ltd. | 11 Beacontree Plaza<br>Reading<br>Berkshire RG2 OBS<br>United Kingdom |
| Computer Task Group (Holdings) Ltd. | 11 Beacontree Plaza<br>Reading<br>Berkshire RG2 OBS<br>United Kingdom |
| Computer Task Group France, S.A.S. | Tour Sebastopol<br>3 Quai Kleber<br>F – 67080 Strasbourg – Cedex 3<br>France |

## RESPONSE TO QUESTION 2(c)

ADDITIONAL PRINCIPAL PLACES OF BUSINESS

| Company/Subsidiary | Address |
|---|---|
| Computer Task Group, Incorporated<br>(Same locations for CTG Services, Inc.) | *Financial and Administrative Centers*[1/]<br><br>***Buffalo, NY***<br>700 Delaware Avenue<br>Buffalo, NY 14209-2281<br><br>***Raleigh, NC***<br>5565 Centerview Drive, Ste. 200<br>Raleigh, NC 27606-3379<br><br>*Larger/Business Accelerator Offices*[2]<br><br>***Anchorage, AK***<br>440 East 36th Avenue, Ste. 100<br>Anchorage, AK 99503-4187<br>[To be relocated on or about 6/1/02 - will then become an "Other Place of Business."]<br><br>***Atlanta, GA***<br>3500 Piedmont Rd., N.E., Ste. 200<br>Atlanta, GA 30305-1503<br><br>***Cleveland, OH***<br>55 Public Square, 5th fl., Ste. 457<br>Cleveland, OH 44131-1901 |

1/ Designates more significant offices in terms of leased space, office equipment, number of employees and certain administrative functions (possibly including processing of time sheets).

2/ Designates larger offices in terms of leased space, office equipment, number of employees and possibility of high-tech capabilities.



TRADEMARK
REEL: 002572 FRAME: 0165

## RESPONSE TO QUESTION 2(e)(i)

OTHER PLACES OF BUSINESS[1/]

| Company/Subsidiary | Address |
|---|---|
| Computer Task Group, Incorporated<br>(Same locations for CTG Services, Inc.) | *Albany, NY*<br>One Executive Centre Dr., Ste. 207 |
| | *Austin, TX*<br>12710 Research Blvd., Ste. 220<br>Austin, TX 78759-4380 |
| | *Baltimore, MD*<br>The World Trade Center, Ste. 2522<br>401 East Pratt Street<br>Baltimore, MD 21202-3002 |
| | *Boulder, CO*<br>4699 Nautilus Court South,<br>Ste. 101Boulder, CO 80301-5306 |
| | *Buffalo, NY (Sales Office)*<br>75 Pineview Drive, Ste. D<br>Amherst, NY 14228-2121 |
| | *Burlington, VT*<br>1233 Shelbourne Road<br>Suite 195<br>South Burlington, VT 05403-7743 |
| | *Central PA*<br>5020 Ritter Road, Ste. 103<br>Mechanicsburg, PA 17055-4837 |
| | *Chicago, IL*<br>1431 Opus Place, Ste. 650<br>Downers Grove, IL 60515-1169 |

1/ Refers generally to sales and other smaller, non-material offices in terms of leased space, office equipment, number of employees and business functions.



TRADEMARK
REEL: 002572 FRAME: 0166

| Company/Subsidiary | Address |
| --- | --- |
| Computer Task Group, Incorporated<br>(Same locations for CTG Services, Inc.) | *Cincinnati, OH*<br>312 Plum Street, Ste. 700<br>Cincinnati, OH 45202-2618<br><br>*Columbus, OH*<br>700 Ackerman Road, Ste. 300<br>Columbus, OH 43202-1580<br><br>*Dallas, TX*<br>1603 LBJ Freeway, Ste. 810<br>Dallas, TX 75234-6062<br><br>*Delaware Valley*<br>One Media Plaza, Ste. 200<br>1023 East Baltimore Pike<br>Media, PA 19063-5190<br><br>*Des Moines, IA*<br>1200 Valley West Dr., Ste. 304-23<br>West Des Moines, IA 50266-1904<br><br>*Endicott, NY*<br>421 East Main Street<br>Endicott, NY 13760-4925<br><br>*Ft. Wayne, IN*<br>2817 East Dupont Road<br>Ft. Wayne, IN 46825-1668<br><br>*Grand Rapids, MI*<br>Centennial Plaza<br>2851 Charlevoix Dr. SE, Ste. 203<br>Grand Rapids, MI 49546-7048<br><br>*Greenville, SC*<br>300 Executive Center Drive<br>Ste. 114, B-117<br>Greenville, SC 29615-4519 |



| Company/Subsidiary | Address |
| --- | --- |
| Computer Task Group, Incorporated<br>(Same locations for CTG Services, Inc.) | *Hartford, CT*<br>100 Mill Plain Road<br>Danbury, CT 06811-5178 |

*Indianapolis, IN*
Castle Creek IV, Ste. 208
5875 Castle Creek Parkway
Indianapolis, IN 46250-4328

*Jacksonville/Orlando, FL*
9432 Baymeadows Road, Ste. 240
Jacksonville, FL 32256-7988

*Kansas City, KS*
13220 Metcalf Avenue, Ste. 140
Overland Park, KS 66213-2806

*Melbourne, FL*
1335 Gateway Drive, Suite 2013
Melbourne, FL 32901-2636

*Nashville, TN*
215 Centerview Drive, Ste. 125
Brentwood, TN 37027-5246

*New York, NY*
919 3rd Avenue
27th Floor
New York, NY 10022-3910

*Pittsburgh, PA*
Two NorthShore Center, Ste. 110
Pittsburgh, PA 15212-5838

*Portland, OR*
7410 Delaware Avenue
Vancouver, WA 98664-1408



| Company/Subsidiary | Address |
| --- | --- |
| Computer Task Group, Incorporated | *Poughkeepsie, NY* |

(Same locations for CTG Services, Inc.)

3 Neptune Drive, Ste. Q17
Poughkeepsie, NY 12601-5571

*Rochester, NY*
30 North Union Street, Ste. 201
Rochester, NY 14607-1345

*San Jose, CA*
101 Metro Drive, Ste. 530
San Jose, CA 95110-1341

*Syracuse, NY*
6700 Old Collamer Road
East Syracuse, NY 13057-1134

*Tampa, FL*
500 North Reo Street
Suite 300
Tampa, FL 33609-1037

*Winston-Salem, NC*
3059 Trenwest Drive
Suite A
Winston-Salem, NC 27103-3214

***Denver, CO***
6500 South Quebec St., Ste. 350
Englewood, CO 80111-4674

***Merrillville, IN***
8001 Broadway, Ste. 201
Merrillville, IN 46410-5528

## RESPONSE TO QUESTION 4

REAL ESTATE FIXTURES

**New York**

Property: (1) 800 Delaware Avenue, Buffalo, NY 14209 (Company is record owner)

(2) 700 and 685 (parking lot) Delaware Avenue, Buffalo, NY 14209

(3) Nos. 102 & 103, and Garage #1, within 900 Delaware Ave., Buffalo, NY 14209
(Condominium locations owned by Company requested to be omitted from any mortgage)

Recording Office: David Swarts, Erie County Clerk, Erie County Hall, 25 Delaware Avenue, Rm. 200, Buffalo, NY 14202

**Florida**

Property: 1995 West Nasa Boulevard, Melbourne, FL 32901 (Company is record owner)

Recording Office: Brevard County Clerk, P.O. Box 2767, Titusville, FL 32781-2767

SCHEDULE II

PATENTS

(including exclusive and non-exclusive licenses)

None



TRADEMARK
REEL: 002572 FRAME: 0171

# Schedule III
## Intellectual Property - Trademarks

| Mark | Serial Number | Currently Use? | Status | |
|---|---|---|---|---|
| CTG wordmark | 1226870 | Yes | registered | |
| CTG logo (new) | 1920102 | Yes | registered | |
| CTG logo (old) | 1226871 | No | registered | |
| CTG - Canada | TMA 455,299 | Yes | registered | |
| CTG - Britain, Ireland | 1576995 | Yes | registered | |
| CTG - Nederlands | 556973 | Yes | registered | |
| CTG HealthCare Solutions | 75/709602 | Yes | pending reg. | Statement of Use filed |
| CTG HealthCare Solutions (logo) | 75/709601 | Yes | pending reg. | Statement of Use filed |
| CTG Millennium Services | 2123086 | No | registered | |
| CTG Net | 2154048 | No | registered | |
| OneVision | 2138231 | No | registered | |
| TransMarc | 2280688 | No | registered | |
| Elumen | 2416109 | No | registered | |
| Elumen Solutions | 2416108 | No | registered | |
| Zenius | 2520996 | No | registered | |

| | | | | |
|---|---|---|---|---|
| Zenius (logo) | 2526012 | No | registered | |
| Exemplar | 75/875266 | No | pending reg. | Statement of Use filed |
| Exemplar(logo) | 2104595 | No | registered | Statement of Use filed |
| Exemplar Systems, Inc. | 2122688 | No | Registered | |
| We've Been Where You Want To Go | 2523381 | Yes | registered | |
| Zenius Digital Design | 75/915461 | No | pending reg. | Approved for publication |
| Hands On IT | 78/044614 | No | pending reg. | Statement of Use filed |
| Assureware | 78/049709 | Yes | pending reg. | Published for opposition |
| | | | | |
| Helpnow | 2298959 | No | Registered | |
| Protocycling | 1410195 | No | Registered | |
| Sales CTRL | 1343918 | No | Registered | |
| CTRL | 1330655 | No | Registered | |

# Schedule IV
## Intellectual Property – Copyrights

| Work | Effective Date | |
|---|---|---|
| E-Business Readiness Test | 4/10/00 | TX5-194892 |
| HIPAA Interactive Readiness Test | 4/14/00 | TX5-181409 |

## Schedule V
## Websites and Domain Names

1. CTG.COM
2. CTGHS.COM
3. ZENIUS.COM
4. COMPUTERTASKGROUP.COM
5. COMPUTERTASKGROUP.NET
6. COMPUTERTASKGROUP.ORG
7. CTG-UK.COM
8. CTG.NL
9. CTG.BE
10. CTG.LU
11. XFERIUM.COM
12. XFERIUM.NET
13. XFERIUM.ORG
14. XFERIUM.CC
15. XFERIUM.TV
16. XFERIUM.WS

## Schedule VI
## Domain Name Servers; Information Contacts

| Domain Name | Owner of Server | Address of Owner | Administrative Contact for Domain Name |
|---|---|---|---|
| 1. CTG.COM | UUNET | Tyson's Corner, VA | Len Kagelmacher |
| 2. CTGHS.COM | UUNET | Tyson's Corner, VA | Don Benack |
| 3. ZENIUS.COM | UUNET | Tyson's Corner, VA | Len Kagelmacher |
| 4. COMPUTERTASKGROUP.COM | Granite Canyon | | Len Kagelmacher |
| 5. COMPUTERTASKGROUP.NET | Granite Canyon | | Len Kagelmacher |
| 6. COMPUTERTASKGROUP.ORG | Granite Canyon | | Len Kagelmacher |
| 7. CTG-UK.COM | XS4ALL | Amsterdam, NL | Len Kagelmacher |
| 8. CTG.NL | | | |
| 9. CTG.BE | | | |
| 10. CTG.LU | | | |
| 11. XFERIUM.COM | Register.com | New York, NY | Henri Bersoux |
| 12. XFERIUM.NET | Register.com | New York, NY | Henri Bersoux |
| 13. XFERIUM.ORG | Register.com | New York, NY | Henri Bersoux |
| 14. XFERIUM.CC | Register.com | New York, NY | Henri Bersoux |
| 15. XFERIUM.TV | Register.com | New York, NY | Henri Bersoux |
| 16. XFERIUM.WS | Register.com | New York, NY | Henri Bersoux |

# SECURITY AGREEMENT

THIS AGREEMENT, dated as of May 11, 2001, by and between each of the undersigned debtors (hereinafter collectively referred to as the "Debtors"), The Chase Manhattan Bank, as administrative, documentation, syndication and collateral agent (the "Agent") for the Lenders under the Credit Agreement described below, having an address at One Chase Square, CS-5, Rochester, New York 14643. The Agent and the Lenders are herein collectively referred to from time to time as the "Secured Parties".

W I T N E S S E T H:

WHEREAS, each Debtor is a borrower or a guarantor under the terms of a Credit Agreement among Computer Task Group, Incorporated, a New York corporation ("CTG"), certain direct and indirect subsidiaries of CTG as joint and several borrowers (collectively with CTG, the "Borrowers"), the Guarantors from time to time party thereto (the "Guarantors", and collectively with the Borrowers, the "Credit Parties"), the Lenders party thereto and the Agent dated as of the date hereof (as amended from time to time, the "Credit Agreement"), pursuant to which the Lenders agreed, subject to the terms and conditions set forth therein, to make certain Loans to the Borrowers (as defined in the Credit Agreement) and the Agent agreed, subject to the terms and conditions set forth therein, to issue Letters of Credit (as defined in the Credit Agreement) for the account of the Borrowers; and

WHEREAS, the obligations of the Secured Parties to enter into the Credit Agreement, of the Lenders to make the Loans and of the Agent to issue the Letters of Credit are subject to the condition, among others, that each Debtor shall execute and deliver this Agreement and grant the security interest hereinafter described;

NOW THEREFORE, in consideration of the willingness of the Secured Parties to enter into the Credit Agreement and of the Lenders to agree, subject to the terms and conditions set forth therein, to make the Loans and of the Agent, subject to the terms and conditions set forth therein, to issue the Letters of Credit to the Borrowers pursuant thereto, and for other good and valuable consideration, receipt of which is hereby acknowledged, it is hereby agreed, with the intent to be legally bound, as follows:

1. Defined Terms. Except as otherwise expressly defined herein, all capitalized terms shall have the meanings ascribed to them in the Credit Agreement.

2. Security Interest. As security for the Secured Obligations described in Section 3 hereof, each Debtor hereby grants to the Agent for itself and for the benefit of the other Secured Parties a security interest in and lien on all of the tangible and intangible personal property and fixtures of such Debtor, including without limitation the property described below, whether now owned or existing or hereafter acquired or arising, together with any and all additions thereto and replacements therefor and proceeds and products thereof (hereinafter referred to collectively as the "Collateral"):

(a) all tangible personal property, including without limitation all present and future goods, inventory (including, without limitation, all printed materials, merchandise, raw materials, work in process, finished goods and supplies), equipment, merchandise, furniture, fixtures, office supplies, motor vehicles, machinery, paper, tools, computers, computer software and associated equipment now owned or



TRADEMARK
REEL: 002572 FRAME: 0177

hereafter acquired, including, without limitation, the tangible personal property used in the operation of the businesses of such Debtor;

(b) all rights under all present and future authorizations, permits, licenses and franchises issued, granted or licensed to such Debtor for the operation of its business;

(c) all patents issued or assigned to and all patent applications made by such Debtor and, to the extent that the grant of a security interest does not cause a breach or termination thereof, all exclusive and nonexclusive licenses to such Debtor from third parties or rights to use patents owned by such third parties, including, without limitation, the patents, patent applications and licenses listed on Schedule II hereto, along with any and all (1) inventions and improvements described and claimed therein, (2) reissues, divisions, continuations, extensions and continuations-in-part thereof, (3) income, royalties, damages, claims and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (4) rights to sue for past, present and future infringements thereof, and (5) any other rights corresponding thereto throughout the world (collectively, "Patents");

(d) all trademarks (including service marks), federal and state trademark registrations and applications made by such Debtor, common law trademarks and trade names owned by or assigned to such Debtor, all registrations and applications for the foregoing and all exclusive and nonexclusive licenses from third parties of the right to use trademarks of such third parties, including, without limitation, the registrations, applications, unregistered trademarks, service marks and licenses listed on Schedule III hereto, along with any and all (1) renewals thereof, (2) income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages, claims and payments for past or future infringements thereof, (3) rights to sue for past, present and future infringements thereof, and (4) foreign trademarks, trademark registrations, and trade name applications for any thereof and any other rights corresponding thereto throughout the world (collectively, "Trademarks");

(e) all copyrights, whether statutory or common law, owned by or assigned to such Debtor, and all exclusive and nonexclusive licenses to such Debtor from third parties or rights to use copyrights owned by such third parties, including, without limitation, the registrations, applications and licenses listed on Schedule IV hereto, along with any and all (1) renewals and extensions thereof, (2) income, royalties, damages, claims and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past, present or future infringements thereof, (3) rights to sue for past, present and future infringements thereof, and (4) foreign copyrights and any other rights corresponding thereto throughout the world (collectively, "Copyrights");

(f) all websites (including without limitation, all content, HTML documents, audiovisual material, software, data, copyrights, trademarks, patents and trade secrets relating to such websites) and domain names owned by or assigned to such Debtor and all exclusive and nonexclusive licenses to such Debtor from third parties or rights to use websites or domain names owned by such third parties, including, without limitation, the registrations, applications and licenses listed on Schedule V hereto, along with any and all (1) renewals and extensions thereof, (2) income, royalties, damages, claims and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (3) rights to sue for past, present and future infringements thereof, and (4) any other rights corresponding thereto throughout the world (collectively, "Websites and Domain Names");

(g) the entire goodwill of such Debtor's business and other general intangibles (including know-how, trade secrets, customer lists, proprietary information, inventions, domain names,



TRADEMARK
REEL: 002572 FRAME: 0178

methods, procedures and formulae) connected with the use of and symbolized by any Patents, Trademarks or Copyrights of such Debtor;

(h) any other intellectual property of such Debtor;

(i) all rights under all present and future vendor or customer contracts and all franchise, distribution, design, consulting, construction, engineering, management and advertising and related agreements;

(j) all rights under all present and future leases of real and personal property; and

(k) all other personal property, including, without limitation, all present and future accounts, accounts receivable, cash, cash equivalents, deposits, deposit accounts, loss carry back, tax refunds, choses in action, commercial tort claims, investment property, securities, partnership interests, limited liability company interests, contracts, contract rights, general intangibles (including without limitation, all customer and advertiser mailing lists, trade secrets, trade names, domain names, software, payment intangibles, goodwill, customer lists, advertiser lists, catalogs and other printed materials, publications, indexes, lists, data and other documents and papers relating thereto, blueprints, designs, charts, and research and development, whether on paper, recorded electronically or otherwise), any information stored on any medium, including electronic medium, related to any of the personal property of such Debtor, all financial books and records and other books and records relating, in any manner, to the business of such Debtor, all proposals and cost estimates and rights to performance, all instruments and promissory notes, documents and chattel paper (whether tangible or electronic), all letter-of-credit rights and all debts, obligations and liabilities in whatever form owing to such Debtor from any person, firm or corporation or any other legal entity, whether now existing or hereafter arising, now or hereafter received by or belonging or owing to such Debtor, and all guaranties and security therefor, and all letter of credit and other supporting obligations in respect of such debts, obligations and liabilities.

Any of the foregoing terms which are defined in the Uniform Commercial Code shall have the meaning provided in the Uniform Commercial Code, as amended and in effect from time to time, as supplemented and expanded by the foregoing. For avoidance of doubt, it is expressly understood and agreed that, to the extent the Uniform Commercial Code is revised subsequent to the date hereof such that the definition of any of the foregoing terms included in the description of Collateral is changed, the parties hereto desire that any property which is included in such changed definitions which would not otherwise be included in the foregoing grant on the date hereof be included in such grant immediately upon the effective date of such revision. Notwithstanding the immediately preceding sentence, the foregoing grant is intended to apply immediately on the date hereof to all Collateral to the fullest extent permitted by applicable law regardless of whether any particular item of Collateral is currently subject to the Uniform Commercial Code.

Notwithstanding anything herein to the contrary, but subject in all respects to the provisions contained in this sentence, in no event shall the Collateral hereunder include, and no Debtor shall be deemed to have granted a security interest in any of such Debtor's rights or interests in any license or lease to which such Debtor is a party or any of its rights or interests thereunder or in any equipment subject to a purchase money security interest pursuant to a contract or agreement (a "Purchase Money Agreement") to which such Debtor is a party, in each case to the extent, but only to the extent, that such a grant would, under the terms of such license, lease or Purchase Money Agreement, result in a breach of the terms of, or constitute a default under, or cause a termination of, any license, lease or Purchase Money Agreement to which such Debtor is a party; provided, that, notwithstanding the foregoing provisions of this paragraph, (x) the foregoing grant of security interest shall extend to, and the Collateral hereunder shall include, any and all proceeds of any such license, lease, equipment or Purchase Money Agreement



TRADEMARK
REEL: 002572 FRAME: 0179

to the extent that the assignment or encumbering of such proceeds is not prohibited by applicable law, (y) immediately upon the ineffectiveness, lapse, waiver or termination of any such provision or restriction referred to above in this sentence, the Collateral hereunder shall include, and such Debtor shall be deemed to have granted a security interest in, all such rights and interests in and to each and every license, lease, item of equipment or Purchase Money Agreement to which such provision or restriction pertained as if such provision or restriction had never been in effect and (z) the Collateral shall include, and the Debtor shall be deemed to have granted a security interest in, any of such Debtor's rights, interests, licenses, leases, equipment and any other rights and assets that would not constitute Collateral if the foregoing provisions of this sentence governed, if and to the extent that the issuer of or other party to such license, lease or Purchase Money Agreement has consented to such grant or to the extent that any term of any such rights, interests, licenses, leases, Purchase Money Agreements and other rights and assets would be rendered ineffective pursuant to the Uniform Commercial Code or any other applicable law (including any federal, state or foreign bankruptcy, insolvency or similar law).

3. Secured Obligations. The security interest hereby granted shall secure the due and punctual payment and performance of the following liabilities and obligations of the Debtors (herein called the "Secured Obligations"):

(a) Principal of and premium, if any, and interest on the Loans;

(b) Any and all other obligations of any of the Credit Parties to the Secured Parties, whether now existing or hereafter arising, under the Credit Agreement, this Agreement or any other Facility Document, all as amended from time to time; and

(c) Any and all other Guaranteed Obligations and Indebtedness of any of the Credit Parties to the Secured Parties or any of them, whether direct or indirect, absolute or contingent, due or to become due or now existing or hereafter arising, including, without limitation, any and all other fees, premiums, penalties or other Guaranteed Obligations or Indebtedness of the Debtors to the Secured Parties or any of them, in each case in connection with the Credit Agreement and the other Facility Documents.

4. Perfection Certificate. CTG, on behalf of itself and the other Debtors, has delivered to the Agent a Perfection Certificate in the form appended hereto as Schedule I. Each Debtor represents that the completed Perfection Certificate delivered to the Agent is true and correct in all material respects and the facts contained in such certificate are accurate in all material respects. Each Debtor shall promptly supplement the Perfection Certificate promptly after obtaining information which would require a correction or addition to the Perfection Certificate.

5. Special Warranties and Covenants of the Debtors. Each Debtor hereby warrants and covenants to the Secured Parties that:

(a) Each Debtor's current jurisdiction of organization, chief executive office, principal place of business, any additional places of business, and the current locations of all Collateral are listed opposite the name of such Debtor in Schedule I attached hereto, as supplemented or amended from time to time. No Debtor will change its jurisdiction of organization, chief executive office, principal or any other place of business, or the location of any Collateral from the locations set forth in the respective Schedule I, or make any change in such Debtor's name or conduct the Debtor's business operations under any fictitious business name or trade name, without, in any such case, at least thirty (30) days' prior written notice to the Agent.



TRADEMARK
REEL: 002572 FRAME: 0180

(b) Except for the security interest created hereunder and as otherwise expressly disclosed in or permitted by the Credit Agreement, each Debtor is the owner of its Collateral free from any lien, security interest or encumbrance and each Debtor will defend its Collateral against all claims and demands of all persons at any time claiming the same or any interest therein, except as permitted by the Credit Agreement.

(c) Except as permitted by the Credit Agreement or otherwise consented to in writing by the Secured Parties, no Debtor will sell or otherwise dispose of any Collateral or any interest therein nor will any Debtor create, incur or permit to exist any mortgage, lien, charge, encumbrance or security interest whatsoever with respect to any Collateral.

(d) Except for Collateral that is obsolete or no longer used in the Debtors' businesses, the Debtors will keep the Collateral in good order and repair (normal wear excepted) and adequately insured at all times in accordance with the provisions of the Credit Agreement. The Debtors will pay promptly when due all taxes and assessments on the Collateral or for its use or operation, except for taxes and assessments permitted to be contested as provided in the Credit Agreement. Following the occurrence and during the continuance of an Event of Default, the Agent may at its option discharge any taxes, liens, security interests or other encumbrances to which any Collateral is at any time subject (other than those permitted by the Credit Agreement), and may, upon the failure of the Debtors to do so in accordance with the Credit Agreement, purchase insurance on any Collateral and pay for the repair, maintenance or preservation thereof, and each Debtor agrees to reimburse the Agent on demand for any payments or expenses incurred by the Agent or the other Secured Parties pursuant to the foregoing authorization and any unreimbursed amounts shall constitute Secured Obligations for all purposes hereof.

(e) No consent of any third party is required for any transfer by a Debtor to the Agent, or from the Agent to any third party of any Collateral following an Event of Default.

(f) Each Debtor will promptly execute and deliver to the Agent such financing statements, certificates and other documents or instruments as may be necessary to enable the Agent to perfect or from time to time renew the security interest granted hereby, including, without limitation, such financing statements, certificates and other documents as may be necessary to perfect a security interest in any additional Collateral hereafter acquired by such Debtor or in any replacements or proceeds thereof. Each Debtor authorizes and appoints the Agent, in case of need, to execute such financing statements, certificates and other documents pertaining to the Secured Parties' security interest in the Collateral in its stead if such Debtor fails to so execute such documents, with full power of substitution, as such Debtor's attorney in fact. The Agent may from time to time request and each Debtor shall deliver copies of all customer lists and vendor lists. If and to the extent permitted from time to time under the Uniform Commercial Code, the Debtors authorize the Agent to file all financing statements, financing statements in lieu of continuation statements and other financing statements pertaining to the Agent's interest in the Collateral. Each Debtor further agrees that a carbon, photographic or other reproduction of a security agreement or financing statement is sufficient as a financing statement under this Agreement.

(g) Each Debtor agrees that it will join the with the Agent in executing and, at its own expense, will file and refile, or permit the Agent to file and refile such financing statements, continuation statements and other documents (including, without limitation, this Agreement and licenses to use software and other property protected by copyright), in such offices (including, without limitation, the United States Patent and Trademark Office, appropriate state trademark offices, and the United States Copyright Office), as the Agent may reasonably deem necessary or appropriate in order to perfect and preserve the rights and interests granted to the Agent hereunder.



TRADEMARK
REEL: 002572 FRAME: 0181

(h) The records concerning all accounts, accounts receivable and other intangible Collateral of each Debtor other than CTG and CTG Services, Inc. are and will be kept (and all billing and collection activities conducted by each such Debtor will at all times take place) at the address shown in Schedule I as the chief executive office of such Debtor. The records concerning all accounts, accounts receivable and other intangible Collateral of each of CTG and CTG Services, Inc. are and will be kept (and all billing and collection activities conducted by each such Debtor will at all times take place) at the address shown in Schedule I as its chief executive office or at a location of such Debtor designated in Schedule I as a "Financial and Administrative Center."

(i) Schedules II, III, IV and V hereto, respectively, are true, correct and complete lists as of the date hereof of all Patents, Trademarks, Copyrights and Websites and Domain Names owned by the Debtors.

(j) The Debtors are the sole and exclusive owners of the Websites and Domain Names listed on Schedule V hereto and have registered such domain names with Network Solutions, Inc. or the applicable authority which provides for the exclusive use by the Debtors of such domain names. The websites do not contain any material, the publication of which may result in (1) the violation of rights of any person or (2) a right of any person against the publisher or distributor of such material.

(k) The domain name servers used in connection with the Debtors' domain names are set forth on Schedule VI hereto. Such domain name servers are controlled by the companies set forth on Schedule VI hereto and located at the locations set forth on Schedule VI hereto. No Debtor will change such domain name servers without 30 days' prior notice to the Administrative Agent, provided, however, that the locations of such domain name servers shall not be changed.

(l) The administrative contacts at Network Solutions Inc. used in connection with the registration of the Debtors' domain names are set forth on Schedule VI hereto. No Debtor will cause a change in the identity of such administrative contacts without 30 days' prior notice to the Administrative Agent.

(m) The Debtors shall, within 15 days after the end of each calendar quarter, provide written notice to the Agent of all applications for registration of Patents, Trademarks, Copyrights, or Websites and Domain Names, to the extent such applications exist, made during the preceding calendar quarter. The Debtors shall file and prosecute diligently all applications for Patents, Trademarks or Copyrights now or hereafter pending that would be necessary to the businesses of the Debtors to which any such applications pertain, and to do all acts necessary to preserve and maintain all rights in such Patents, Trademarks or Copyrights unless such Patents, Trademarks or Copyrights are not material to the Debtors' business, as reasonably determined by the Debtors consistent with prudent and commercially reasonable business practices. Any and all costs and expenses incurred in connection with any such actions shall be borne by the Debtors. Except in accordance with prudent and commercially reasonable business practices, the Debtors shall not abandon any right to file a Patent, Trademark or Copyright application or any pending Patent, Trademark or Copyright application or any Patent, Trademark or Copyright, in each case material to its business, without the consent of the Agent, or permit to lapse or become abandoned, settle or compromise any pending or future litigation or administrative proceeding with respect to any of the foregoing without the consent of the Administrative Agent.

(n) Each Debtor has made and will continue to make all necessary filings and recordations from time to time and use appropriate statutory notice to protect its interests in the Collateral, including, without limitation, registration of its Websites and Domain Names with the appropriate domain name registrars and the appropriate recordations of its interests in the Patents and Trademarks in the United States Patent and Trademark Office and in corresponding offices wherever it does business using



TRADEMARK
REEL: 002572 FRAME: 0182

such Patents and Trademarks throughout the world and its claims to Copyrights in the United States Copyright Office, and as otherwise requested from time to time by the Agent, but in any event all in a manner consistent with prudent and commercially reasonable business practices.

(o) Each Debtor will, promptly following its becoming aware thereof, notify the Agent of (i) any materially adverse determination in any proceeding in the United States Patent and Trademark Office or United States Copyright Office with respect to any Patent, Trademark or Copyright material to such Debtor's business; or (ii) any written claim received, the institution of any proceeding or any materially adverse determination in any federal, state, local or foreign court or administrative bodies regarding such Debtor's claim of ownership in or right to use any of the Collateral, its right to register any of the Collateral, or its right to keep and maintain such registration in full force and effect.

(p) Each Debtor will furnish to the Agent from time to time statements and amended schedules further identifying and describing the Collateral and such other materials evidencing or reports pertaining to the Collateral as the Agent may from time to time reasonably request, all in reasonable detail.

(q) Without in any way limiting the obligation of the Debtors to obtain the consent of the Secured Parties to the opening of any deposit account in accordance with the Credit Agreement, prior to establishing any deposit account with any institution other than the Agent, each Debtor will execute and deliver, and cause any such institution to execute and deliver, to the Agent a Blocked Account Agreement, or if such account is a Lockbox Account, a Lockbox Account Agreement, with respect to such deposit account in a form reasonably satisfactory to the Agent.

(r) To the extent that any Debtor is a beneficiary under any written letter of credit now or hereafter issued in favor of such Debtor, such Debtor shall deliver such letter of credit to the Agent. The Agent shall from time to time, at the request and expense of such Debtor, make such arrangements with such Debtor as are in the Agent's reasonable judgment necessary and appropriate so that such Debtor may make any drawing to which such Debtor is entitled under such letter of credit, without impairment of the Agent's perfected security interest in such Debtor's rights to the proceeds of such letter of credit or in the actual proceeds of such drawing. At the Agent's request, such Debtor shall, for any letter of credit, whether or not written, now or hereafter issued in favor of such Debtor as beneficiary, execute and deliver to the issuer and any confirmer of such letter of credit an assignment of proceeds form, in favor of the Agent and satisfactory to the Agent and such issuer or (as the case may be) such confirmer, requiring the proceeds of any drawing under such letter of credit to be paid directly to the Agent for application under the Credit Agreement.

(s) To the extent any account or contract or other writing relating thereto held by any Debtor is evidenced by a promissory note or other instrument, such Debtor will deliver such promissory note or other instrument to the Agent to be held as Collateral hereunder, together with an endorsement thereof reasonably satisfactory in form and substance to the Agent.

6. Fixtures, etc. It is the intention of the parties hereto that (except for Collateral located on real estate owned in fee simple by any Debtor that has been mortgaged to the Agent pursuant to a Mortgage) none of the Collateral shall become fixtures and each Debtor will take all such reasonable action or actions as may be necessary to prevent any of the Collateral from becoming fixtures. Without limiting the generality of the foregoing, each Debtor will, if requested by the Agent, use commercially reasonable efforts to obtain waivers of Liens in form satisfactory to the Agent, from each lessor of Material Leasehold Property on which any of the Collateral is or is to be located to the extent requested by the Agent.



TRADEMARK
REEL: 002572 FRAME: 0183

7. Events of Default. The Debtors shall be in default under this Agreement upon the happening of any Event of Default, as defined in the Credit Agreement (herein called an "Event of Default").

8. Rights and Remedies of Secured Parties. Upon the occurrence and during the continuance of any Event of Default, the Secured Parties shall have the following rights and remedies:

(a) All rights and remedies provided by law, including, without limitation, those provided by the Uniform Commercial Code;

(b) All rights and remedies provided in this Agreement; and

(c) All rights and remedies provided in the Credit Agreement, or in the Facility Documents, or in any other agreement, document or instrument pertaining to the Secured Obligations.

9. Royalty Free License. If at any time the Agent has the right to dispose of any of the Collateral which is subject to a Patent, Trademark or Copyright which any of the Debtors own or control through a license or otherwise, such Debtor grants to the Secured Parties a royalty free license (to the extent such rights are assignable) to use any such Patent, Trademark or Copyright, in addition to the grant of any security interest granted to the Secured Parties in such Patent, Trademark or Copyright to dispose of any such Collateral. Such royalty free license shall extend to any person or persons purchasing such Collateral from the Secured Parties.

10. Right of Agent to Dispose of Collateral, etc. Upon the occurrence and during the continuance of any Event of Default, but subject to the provisions of the Uniform Commercial Code or other applicable law, the Agent shall have the right to take possession of the Collateral and, in addition thereto, the right to enter upon any premises on which the Collateral or any part thereof may be situated and remove the same therefrom. The Agent may require the Debtors to make the Collateral (to the extent the same is moveable) available to the Agent at a place to be designated by the Agent which is reasonably convenient to both parties or transfer any information related to the Collateral to the Agent by electronic medium. Unless the Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, the Agent will give the Debtors at least ten (10) days' prior written notice in accordance with Section 20 hereof of the time and place of any public sale thereof or of the time after which any private sale or any other intended disposition thereof is to be made. Any such notice shall be deemed to meet any requirement hereunder or under any applicable law (including the Uniform Commercial Code) that reasonable notification be given of the time and place of such sale or other disposition. The Agent may comply with any applicable state or federal law requirements in connection with a disposition of the Collateral and compliance will not be considered adversely to affect the commercial reasonableness of any sale of the Collateral.

11. Credit Agreement. Notwithstanding any other provision of this Agreement, the rights of the parties hereunder are subject to the provisions of the Credit Agreement, including the provisions thereof pertaining to the rights and responsibilities of the Agent. In the event that any provision of this Agreement is in conflict with the terms of the Credit Agreement, the Credit Agreement shall control. Unless the context shall otherwise clearly indicate, the terms "Secured Party" and "Secured Parties" as used herein shall be deemed to include the Agent acting on behalf of the Secured Parties pursuant to the Credit Agreement. The term "Agent" as used herein shall include The Chase Manhattan Bank, or any other Person acting as Agent for the Secured Parties pursuant to the terms of the Credit Agreement.



TRADEMARK
REEL: 002572 FRAME: 0184

12. Right of Agent to Use and Operate Collateral, etc. Upon the occurrence and during the continuance of any Event of Default, but subject to the provisions of the Uniform Commercial Code or other applicable law, the Agent shall have the right and power to (a) take possession of all or any part of the Collateral, and to exclude the Debtors and all persons claiming under the Debtors wholly or partly therefrom, and thereafter to hold, store, and/or use, operate, manage and control the same and (b) grant a license to use, or cause to be granted a license to use, any or all of the Patents, Trademarks, Copyrights and Websites and Domain Names (in the case of Trademarks, along with the goodwill associated therewith, and in the case of Trademark licenses, subject to the quality control provisions of the original licenses) or any part thereof, in each case free of all rights and claims of the Debtors therein and thereto. Upon any such taking of possession, the Agent may, from time to time, at the expense of the Debtors, make all such repairs, replacements, alterations, additions and improvements to and of the Collateral as the Agent may reasonably deem proper. In any such case the Agent shall have the right to manage and control the Collateral and to carry on the business and to exercise all rights and powers of the Debtors in respect thereto as the Agent shall reasonably deem best, including the right to enter into any and all such agreements with respect to the operation of the Collateral or any part thereof as the Agent may reasonably see fit; and the Agent shall be entitled to collect and receive all rents, issues, profits, fees, revenues and other income of the same and every part thereof. Such rents, issues, profits, fees, revenues and other income shall be applied to pay the expenses of holding and operating the Collateral and of conducting the business thereof, and of all maintenance, repairs, replacements, alterations, additions and improvements, and to make all payments which the Agent may be required or may reasonably elect to make, if any, for taxes, assessments, insurance and other charges upon the Collateral or any part thereof, and all other payments which the Agent may be required or authorized to make under any provision of this Agreement (including legal costs and reasonable attorneys' fees). The remainder of such rents, issues, profits, fees, revenues and other income shall be applied as provided in Section 15.

13. Dispositions from Deposit Accounts. The Agent shall have the right at any time or times to give any depository bank which is party to a Lockbox Account Agreement or Blocked Account Agreement instructions as to the withdrawal, transfer or other disposition of any funds in any deposit accounts of the Debtors subject thereto, without the consent of the Debtors, and may apply all sums withdrawn from such deposit accounts to the payment of the Secured Obligations in accordance with the terms of the Credit Agreement. In addition, to the extent that the Debtors have any withdrawal rights under the terms of a Blocked Account Agreement with respect to the deposit accounts covered thereby after the execution and delivery thereof, upon the occurrence and during the continuance of any Event of Default, the Agent may instruct the depository bank under such Blocked Account Agreement to terminate such withdrawal rights of the Debtors. The Debtors constitute and appoint irrevocably the Agent their true and lawful attorney, with full power of substitution, without limitation, to demand, collect, receive and sue for all amounts which may become due and payable under the deposit accounts subject to any Lockbox Account Agreement or Blocked Account Agreement, and to execute all withdrawal receipts or other orders for the Debtors, in the Agent's own name or in the name of the Debtors or otherwise, which the Agent deems necessary or appropriate to protect and preserve its right, title and interest in such deposit accounts.

14. Collection of Accounts Receivable, etc. (a) On or before the Closing Date, each of the Debtors shall (i) direct all of its account debtors to make all payments on such Debtor's accounts receivable directly to the Lockboxes with one or more financial institutions reasonably acceptable to, and in the name and under control of, the Agent, (ii) establish Lockbox Accounts in the Agent's name for the benefit of each Debtor with financial institutions reasonably acceptable to the Agent, into which all payments received in the Lockboxes shall be deposited, and into which each Debtor will immediately deposit all payments made for services sold or rendered by such Debtor and received by it in the identical form in which such payments were made, whether by cash or check, and (iii) cause each Credit Party, any Affiliate of a Credit Party, and any other Person acting for or in concert with a Credit Party that receives



TRADEMARK
REEL: 002572 FRAME: 0185

any monies, checks, notes, drafts or other payments relating to or as proceeds of accounts receivable or other Collateral, to receive and hold such items in trust for, and subject to Liens in favor of the Agent and, immediately upon receipt thereof, shall remit the same (or cause the same to be remitted) in hand to the Lockbox Accounts.

(b) On or before the Closing Date, each Debtor shall cause each financial institution with which a Lockbox and Lockbox Account has been established to enter into a Lockbox Account Agreement on terms reasonably satisfactory to the Agent, confirming that the amounts on deposit in such Lockbox and Lockbox Account are subject to Liens in favor of the Agent, that such financial institution has no right to setoff against such Lockbox or Lockbox Account or against any other account maintained by such financial institution into which the contents of such Lockbox Account are transferred, and that such financial institution shall wire, or otherwise transfer in immediately available funds in a manner reasonably satisfactory to the Agent, funds deposited in the Lockbox Account on a daily basis as such funds are collected.

(c) The Debtors agree to pay all reasonable fees, costs and expenses which the Debtors incur in connection with opening and maintaining a Lockbox and Lockbox Account. All of such fees, costs and expenses which remain unpaid pursuant to any Lockbox or Lockbox Account Agreement with the Debtors, to the extent same shall have been paid by the Agent hereunder, shall constitute Loans under the Credit Agreement, shall be payable to the Agent by the Debtors upon demand, and, until paid, shall bear interest at the highest rate then applicable to Loans thereunder. All checks, drafts, instruments and other items of payment or proceeds of Collateral delivered to the Agent in kind shall be endorsed by the requisite Debtor, to the Agent, and, if that endorsement of any such item shall not be made for any reason, the Agent is hereby irrevocably authorized to endorse the same on such Debtor's behalf. For the purpose of this Section 14(c), each Debtor irrevocably hereby makes, constitutes and appoints the Agent (and all Persons designated by the Agent for that purpose) as such Debtor's true and lawful attorney and agent-in-fact (i) to endorse such Debtor's name upon said items of payment and/or proceeds of Collateral of the Debtors and upon any chattel paper, document, instrument, invoice or similar document or agreement relating to any account receivable of a Debtor or goods pertaining thereto; (ii) to take control in any manner of any item of payment or proceeds thereof; (iii) to have access to any Lockbox or other postal box into which any of the Debtors' mail is deposited; and (iv) open and process all mail addressed to any Debtor and deposited therein.

(d) The Agent may, at any time and from time to time after the occurrence and during the continuance of an Event of Default, whether before or after notification to any account debtor and whether before or after the maturity of any of the Secured Obligations, (i) enforce collection of any of the Debtors' accounts receivable or contract rights by suit or otherwise; (ii) exercise all of the Debtors' rights and remedies with respect to proceedings brought to collect any accounts receivable; (iii) surrender, release or exchange all or any part of any accounts receivable of the Debtors, or compromise or extend or renew for any period (whether or not longer than the original period) any indebtedness thereunder; (iv) sell or assign any account receivable of any of the Debtors upon such terms, for such amount and at such time or times as the Agent reasonably deems advisable; (v) prepare, file and sign the requisite Debtor's name on any proof of claim in bankruptcy or other similar document against any account debtor indebted on an account receivable of such Debtor; and (vi) do all other acts and things which are necessary, in the Agent's reasonable discretion, to fulfill each Debtor's performance of the Secured Obligations and to allow the Agent to collect the accounts receivable. In addition to any other provision hereof or in any of the other Facility Documents, the Agent may at any time on or after the occurrence of an Event of Default, at the Debtors' sole expense, notify any parties obligated on any of the accounts receivable of the Debtors to make payment directly to the Agent of any amounts due or to become due thereunder.



TRADEMARK
REEL: 002572 FRAME: 0186

15. Proceeds of Collateral. After deducting all reasonable costs and expenses of collection, storage, custody, sale or other disposition and delivery (including legal costs and reasonable attorneys' fees) and all reasonable other charges against the Collateral, the residue of the proceeds of any such sale or disposition shall be applied to the payment of the Secured Obligations by the Agent in accordance with the terms of the Credit Agreement and any surplus shall be returned to the Debtors or to any person or party lawfully entitled thereto (including, if applicable, any subordinated creditors of the Debtors). By way of enlargement and not by way of limitation of the rights of the Agent under applicable law or the Credit Agreement or Security Documents, the Agent shall allocate the proceeds of the Collateral to the Secured Obligations (including without limitation, the Loans) in accordance with the terms of the Credit Agreement. In the event the proceeds of any sale, lease or other disposition of the Collateral hereunder are insufficient to pay all of the Secured Obligations in full, the Debtors will be liable for the deficiency, together with interest thereon at the maximum rate provided in the Credit Agreement, and the reasonable cost and expenses of collection of such deficiency, including (to the extent permitted by law), without limitation, reasonable attorneys' fees, expenses and disbursements.

16. Waivers, etc. Each Debtor hereby waives presentment, demand, notice, protest and, except as is otherwise provided herein or in the other Facility Documents, all other demands and notices in connection with this Agreement or the enforcement of the Secured Parties' rights hereunder or in connection with any Secured Obligations or any Collateral; consents to and waives notice of the granting of renewals, extensions of time for payment or other indulgences to the Debtors or to any account debtor in respect of any account receivable or to any other third party, or substitution, release or surrender of any Collateral, the addition or release of persons primarily or secondarily liable on any Secured Obligation or on any account receivable or other Collateral, the acceptance of partial payments on any Secured Obligation or on any account receivable or other Collateral and/or the settlement or compromise thereof. No delay or omission on the part of the Agent or the Secured Parties in exercising any right hereunder shall operate as a waiver of such right or of any other right hereunder. Any waiver of any such right on any one occasion shall not be construed as a bar to or waiver of any such right on any future occasion. **EACH DEBTOR FURTHER WAIVES ANY RIGHT IT MAY HAVE UNDER THE LAWS OF THE STATE OF NEW YORK, UNDER THE LAWS OF ANY STATE IN WHICH ANY OF THE COLLATERAL MAY BE LOCATED, OR UNDER THE LAWS OF THE UNITED STATES OF AMERICA, TO NOTICE (OTHER THAN ANY REQUIREMENT OF NOTICE PROVIDED HEREIN) OR TO A JUDICIAL HEARING PRIOR TO THE EXERCISE OF ANY RIGHT OR REMEDY PROVIDED BY THIS AGREEMENT TO THE AGENT OR THE SECURED PARTIES AND WAIVES ITS RIGHTS, IF ANY, TO SET ASIDE OR INVALIDATE ANY SALE DULY CONSUMMATED IN ACCORDANCE WITH THE FOREGOING PROVISIONS HEREOF ON THE GROUNDS (IF SUCH BE THE CASE) THAT THE SALE WAS CONSUMMATED WITHOUT A PRIOR JUDICIAL HEARING.** Each Debtor's waivers under this section have been made voluntarily, intelligently and knowingly and after such Debtor has been apprised and counseled by its attorneys as to the nature thereof and its possible alternative rights.

17. Termination; Assignment, etc. When all the Secured Obligations have been paid in full and have been terminated and the commitments of the Lenders to make any Loan under the Credit Agreement have terminated or expired and no Letters of Credit remain outstanding, this Agreement and the security interest in the Collateral created hereby shall terminate. In such event, the Agent agrees to execute appropriate releases of liens on the Collateral upon the request of the Debtors and at the Debtors' expense. No waiver by the Agent or by any other holder of Secured Obligations of any default shall be effective unless in writing nor operate as a waiver of any other default or of the same default on a future occasion. In the event of a sale or assignment of part or all of the Secured Obligations by any Secured Party, each such Secured Party may assign or transfer its respective rights and interest under this Agreement in whole or in part to the purchaser or purchasers of such Secured Obligations, whereupon



TRADEMARK
REEL: 002572 FRAME: 0187

such purchaser or purchasers shall become vested with all of the powers and rights of the Secured Party hereunder.

18. Reinstatement. Notwithstanding the provisions of Section 17, this Agreement shall continue to be effective or be reinstated, as the case may be, if at any time any amount received by the Agent in respect of the Secured Obligations is rescinded or must otherwise be restored or returned by any Secured Party upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of any of the Borrowers, any other Credit Party or upon the appointment of any intervener or conservator of, or trustee or similar official for, the Debtors or Borrowers, any other Credit Party or any substantial part of any of their properties, or otherwise, all as though such payments had not been made.

19. Governmental Approval. Prior to or, where permitted, upon the exercise by the Agent of any power, right, privilege or remedy pursuant to this Agreement which requires any consent, approval, registration, qualification or authorization of any governmental authority or instrumentality, each Debtor will execute and deliver, or will cause the execution and delivery of, all applications, certificates, instruments and other documents and papers that such Debtor may be required to obtain for such governmental consent, approval, registration, qualification or authorization.

20. Notices. All notices, consents, approvals, elections and other communications hereunder shall be in writing (whether or not the other provisions of this Agreement expressly so provide) and shall be deemed to have been duly given if delivered in accordance with the terms of the Credit Agreement

21. Revised Article 9. The parties to this Agreement acknowledge and agree to the following provisions of this Agreement in anticipation of the possible application, in one or more jurisdictions to the transactions contemplated hereby, of Revised Article 9. For purposes of this Agreement, "Revised Article 9" shall mean the Revised Article 9 of the Uniform Commercial Code in the form or substantially in the form included in the 1999 official text of the Uniform Commercial Code as approved by the American Law Institute and the National Conference of Commissioners on Uniform State Law.

(a) In applying the law of any jurisdiction in which Revised Article 9 is in effect, the Collateral is all assets of each Debtor whether or not within the scope of Revised Article 9. The Collateral shall include the following categories of assets as defined in Revised Article 9: goods (including inventory, equipment and any accessions thereto), instruments (including promissory notes), documents, accounts (including health-care-insurance receivables), chattel paper (whether tangible or electronic), deposit accounts, letter-of-credit rights (whether or not the letter of credit is evidenced by a writing), commercial tort claims, securities and all other investment property, general intangibles (including payment intangibles and software), supporting obligations and any and all proceeds of any thereof, wherever located, whether now owned and hereafter acquired. If any of the Debtors shall at any time, whether or not Revised Article 9 is in effect in any particular jurisdiction, acquire a commercial tort claim, as defined in Revised Article 9, such Debtor shall immediately notify Agent in a writing signed by such Debtor of the brief details thereof and grant to Agent in such writing a security interest therein and in the proceeds thereof, all upon the terms of this Agreement, with such writing to be in form and substance reasonably satisfactory to Agent.

(b) Agent may, at any time and from time to time, pursuant to the provisions of Section 5, file financing statements, continuation statements and amendments thereto that describe the Collateral as all assets of the Debtors or words of similar effect and which contain any other information required by Revised Article 9 (including Part 5 thereof) for the sufficiency or filing office acceptance of any financing statement, continuation statement or amendment, including whether any Debtor is an organization, the type of organization and any organization identification number issued to such Debtor. The Debtors agree to furnish any such information to Agent promptly upon request. Any such financing statements,



TRADEMARK
REEL: 002572 FRAME: 0188

continuation statements or amendments may be signed by Agent on behalf of any Debtor and may be filed at any time in any jurisdiction whether or not Revised Article 9 is then in effect in that jurisdiction.

(c) The Debtors shall, at any time and from time to time, whether or not Revised Article 9 is in effect in any particular jurisdiction, take such steps as Agent may reasonably request for Agent (i) to obtain an acknowledgment, in form and substance reasonably satisfactory to Agent, of any bailee having possession of any of the Collateral that such bailee holds such Collateral for Agent, (ii) to obtain "control" of any investment property, deposit accounts, letter-of-credit rights or electronic chattel paper (as such terms are defined in Revised Article 9 with corresponding provisions in revised Sections 9-104, 9-105, 9-106 and 9-107 (or such other corresponding section) relating to what constitutes "control" for such items of Collateral), with any agreements establishing control to be in form and substance reasonably satisfactory to Agent, and (iii) otherwise to insure the continued perfection and priority of Agent's security interest in any of the Collateral and of the preservation of its rights therein, whether in anticipation of or following the effectiveness of Revised Article 9 in any jurisdiction.

(d) Nothing contained in this Section 21 shall be construed to narrow the scope of Agent's security interest in any of the Collateral or the perfection or priority thereof or to impair or otherwise limit any of the rights, powers, privileges or remedies of Agent or any Secured Party hereunder except (and then only to the extent) mandated by Revised Article 9 to the extent then applicable.

22. Miscellaneous. This Agreement shall inure to the benefit of and be binding upon the Secured Parties and be binding upon the Agent and each Debtor and their respective successors and assigns. In case any provision in this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

23. Governing Law; Jurisdiction; Waiver of Jury Trial. **PURSUANT TO SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW, THE WHOLE OF THIS AGREEMENT, INCLUDING THE VALIDITY HEREOF AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER, SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.** Each Debtor, to the extent that it may lawfully do so, hereby consents to service of process, and to be sued, in the County of Erie, State of New York and any federal court located in the County of Erie, State of New York, as well as to the jurisdiction of all courts to which an appeal may be taken from such courts, for the purpose of any suit, action or other proceeding arising out of any of its obligations hereunder or with respect to the transactions contemplated hereby, and expressly waives any and all objections it may have as to venue in any such courts. Each Debtor further agrees that a summons and complaint commencing an action or proceeding in any of such courts shall be properly served and shall confer personal jurisdiction if served personally or as otherwise provided under the laws of the State of New York. Nothing in this Agreement shall affect any right the Agent or any Secured Party may otherwise have to bring an action or proceeding relating to this Agreement against any Debtor or its properties in the courts of any jurisdiction. **EACH DEBTOR IRREVOCABLY WAIVES ALL RIGHT TO A TRIAL BY JURY IN ANY SUIT, ACTION OR OTHER PROCEEDING INSTITUTED BY OR AGAINST SUCH DEBTOR IN RESPECT OF ITS OBLIGATIONS HEREUNDER OR THE TRANSACTIONS CONTEMPLATED HEREBY.**



TRADEMARK
REEL: 002572 FRAME: 0189

IN WITNESS WHEREOF, the parties have executed this Security Agreement as a sealed instrument as of the date first above written.

DEBTORS:

**COMPUTER TASK GROUP, INCORPORATED**

By: James R Boldt
Name: James R. Boldt
Title: Vice President

**CTG SERVICES, INC.**

By: James R Boldt
Name: James R. Boldt
Title: Vice President

**COMPUTER TASK GROUP INTERNATIONAL, INC.**

By: James R Boldt
Name: James R. Boldt
Title: Vice President

**CTG HEALTHCARE SOLUTIONS, INC.**

By: James R Boldt
Name: James R. Boldt
Title: Vice President

**CTG HEALTHCARE SOLUTIONS (KANSAS), INC.**

By: James R. Boldt
Name: James R. Boldt
Title: Vice President

AGENT:

THE CHASE MANHATTAN BANK, individually and as Agent for the Secured Parties

By: _____
Name: JOHN M. HARIACZYI
Title: VICE PRESIDENT



TRADEMARK
REEL: 002572 FRAME: 0191

**Schedule I**

Perfection Certificate

Please see attached

# PERFECTION CERTIFICATE

The undersigned, **COMPUTER TASK GROUP, INCORPORATED**, a New York corporation (the "Company"), by its Vice President, Secretary and General Counsel, hereby certifies to **THE CHASE MANHATTAN BANK** (the "Administrative Agent"), as follows:

1. Name.

(a) The exact legal name of the Company as that name appears in its charter documents is as follows:

**Computer Task Group, Incorporated**

(b) The following is a list of all other names (including trade names or similar appellations) used by the Company, or any other business or organization to which the Company became the successor by merger, consolidation, acquisition, change in form, nature or jurisdiction of organization or otherwise, now or at any time during the past five years and, in the case of any such business or organization, any chief executive office or other principal place of address used thereby during such period to the extent known to the Company:

**See Attached Response to Question 1(b)**

(c) The following is the Company's federal employer identification number:

**16-0912632**

(d) The following is a list of the exact legal names and federal or other identification numbers of each Subsidiary of the Company:

**See Attached Response to Question 1(d)**

2. Current Locations.

(a) The chief executive office of the Company is located at the following address:

**800 Delaware Avenue, Buffalo, New York 14209**

(b) The chief executive office of each Subsidiary is located at the address set forth below, next to the name of such Subsidiary:

**See Attached Response to Question 2(b)**

(c) The addresses of the principal places of business of the Company and each Subsidiary (in addition to its chief executive office address provided above) are set forth below, opposite the name of the Company and each Subsidiary:

**See Attached Response to Question 2(c)**

(d) The following are all other locations in which the Company or any Subsidiary maintains any books or records relating to any accounts, contract rights, chattel paper, general intangibles or mobile goods (the name of the entities (Company and/or Subsidiaries) that maintain books and records at such locations are identified opposite such locations):

(i) In the United States of America:

**None**

(ii) Outside the United States of America:

**None**

(e) The following are all other places of business of the Company and its Subsidiaries (the name of the entities (Company and/or Subsidiaries) that utilize such locations are identified opposite such locations):

(i) In the United States of America:

**See Attached Response to Question 2(e)(iii)**

(ii) Outside the United States of America:

**None**

(f) The following are all other locations where any inventory or equipment of the Company and its Subsidiaries is located (the name of the entities (Company and/or Subsidiaries) whose inventory or equipment is stored at such locations are identified opposite such locations):

(i) In the United States of America:

**None, except for non-material portions of equipment used by personnel of Company or any Subsidiary and temporarily located at the premises of any customer thereof.**

(ii) Outside the United States of America:

**None, except for non-material portions of equipment used by personnel of Company or any Subsidiary and temporarily located at the premises of any customer thereof.**

(g) The following are the names and addresses of all persons or entities other than the Company and its Subsidiaries, such as lessees, consignees, warehousemen or purchasers of chattel paper, which have possession or are intended to have possession of any of the Collateral consisting of chattel paper, inventory or equipment:

**None**

3. Prior Locations.

(a) Set forth below is the information required by subparagraphs (a), (b) and (c) of §2 with respect to each location or place of business previously maintained by the Company or any Subsidiary at any time during the past four months:

**None**

(b) Set forth below is information required by subparagraphs (d) and (e) of §2 with respect to each other location at which, or other person or entity with which, any inventory or equipment of the Company or any Subsidiary has been previously held at any time during the past four months:

**None**

4. Real Estate Fixtures. Attached hereto as Response to Question 4 is the information required by UCC §9-402(5) of each state in which any fixtures of the Company or any Subsidiary are or are to be located and the name and address of each real estate recording office where a mortgage on the real estate on which such fixtures are or are to be located would be recorded.

**See Attached Response to Question 4**

5. Unusual Transactions. Except as set forth below, all of the property and assets of the Company and its Subsidiaries pledged to the Administrative Agent as Collateral has been originated by the Company and its Subsidiaries in the ordinary course of their respective businesses or consist of goods which have been acquired by the Company or its Subsidiaries in the ordinary course from a person in the business of selling goods of that kind.

None

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of the 11th day of May, 2001.

**COMPUTER TASK GROUP, INCORPORATED**

By: Peter P. Radetich

Peter P. Radetich, Vice President, Secretary and General Counsel

## RESPONSE TO QUESTION 1(b)

TRADE NAMES; PREDECESSORS

**Trade Names of Company used within the past 5 years:**

(a) CTG

(b) Exemplar (formerly used to designate segment of Company's business – ceased using during 2000)

(c) ITCapital (formerly used to designate segment of Company's business – ceased using during 2000)

**Business or organizations to which Company became the successor within the past 5 years:**

(a) Zenius, Inc. (separate subsidiary of Company formed in approximately December 1998 to handle e-business – merged into Company in late 2000)

Former chief executive office: 800 Delaware Avenue, Buffalo, New York 14209

Former additional principal place of business: 3500 Piedmont Road, N.E. 200, Atlanta, Georgia 30305-1503

(b) (i) Elumen Solutions, Inc. (acquired by Company in approximately February 1999 and now known as "CTG Healthcare Solutions, Inc."; but formerly (pre-acquisition) known as "EOS Group, Inc.")

Former chief executive office: 312 Plum Street, Suite 700, Cincinnati, Ohio 45202

(ii) Elumen Solutions (Kansas), Inc. (subsidiary of Elumen Solutions, Inc. acquired by Company in approximately February 1999 and now known as "CTG Healthcare Solutions (Kansas), Inc."; but formerly (pre-acquisition) known as "DARCA, Inc.")

Former chief executive office [Elumen Solutions (Kansas), Inc.]: 7401 West 129th Street, Suite 110, Overland Park, KS 66213

Former chief executive office [Darca, Inc.]: 8900 State Line Road, Suite 333, Leawood, KS 66206



TRADEMARK
REEL: 002572 FRAME: 0197

(iii) Elumen Solutions (Ohio), Inc. (subsidiary of Elumen Solutions, Inc. acquired by Company in approximately February 1999, formerly known as "Exemplar Solutions, Inc." and merged into CTG Healthcare Solutions (Kansas), Inc. approximately one year ago)

Former chief executive office: 312 Plum Street, Suite 700, Cincinnati, Ohio 45202

## RESPONSE TO QUESTION 1(d)

SUBSIDIARIES

### *Domestic Subsidiaries*

| Exact Legal Name | Jurisdiction of Formation | Federal Identification Number |
|---|---|---|
| Computer Task Group of Kansas, Inc. * | Kansas | 43-1246881 |
| Computer Task Group of Delaware, Inc. * | Delaware | 16-1438113 |
| Computer Task Group International, Inc. | Delaware | 16-1390358 |
| CTG Services, Inc. | New York | 16-1512587 |
| CTG Healthcare Solutions, Inc. | Delaware | 31-1562400 |
| CTG Healthcare Solutions (Kansas), Inc. | Kansas | 48-1078335 |

*** Inactive**

### *Foreign Subsidiaries*

| Exact Legal Name | Jurisdiction of Formation | Identification Number |
|---|---|---|
| Computer Task Group (Holdings) Ltd. * | UK | _____ |
| Computer Task Group Europe, B.V. | The Netherlands | nl 007963439 |
| Computer Task Group (U.K.), Ltd. | UK | 610/22920/02480 |
| Computer Task Group Nederland, B.V. | The Netherlands | nl 007963439 |
| Computer Task Group Belgium, B.V. | Belgium | BE 450.277.958 |
| Computer Task Group Luxembourg, S.A. | Luxembourg | LU 168 455 67 |
| Computer Task Group of Canada, Inc. | Ontario Canada | 103571105 |
| Rendeck Macro-4 Software N.V.* | The Netherlands | _____ |
| CTG of England, Ltd. ** | UK | _____ |

*** Inactive** ****Inactive or dissolved**

## RESPONSE TO QUESTION 2(b)

SUBSIDIARY CHIEF EXECUTIVE OFFICES

| Subsidiary Name | Chief Executive Office |
|---|---|
| CTG Services, Inc. | 800 Delaware Avenue<br>Buffalo, New York 14209 |
| Computer Task Group of Kansas, Inc. | 800 Delaware Avenue<br>Buffalo, New York 14209 |
| CTG Healthcare Solutions, Inc. | 312 Plum Street, Suite 700<br>Cincinnati, Ohio 45202 |
| CTG Healthcare Solutions (Kansas), Inc. | 13220 Metcalf Avenue, Suite 140<br>Overland Park, Kansas 66213 |
| Computer Task Group of Delaware, Inc. | 800 Delaware Avenue<br>Buffalo, New York 14209 |
| Computer Task Group International, Inc. | 800 Delaware Avenue<br>Buffalo, New York 14209 |
| Computer Task Group of Canada, Inc. | 1 Yonge Street, Suite 1902<br>Toronto, Ontario, Canada M5E 1E5 |
| Rendeck Macro-4 Software, N.V. | Planetenweg 115<br>2123 HL HOOFDORP<br>The Netherlands |
| Computer Task Group Europe, B.V. | Planetenweg 115<br>2123 HL HOOFDORP<br>The Netherlands |
| Computer Task Group Nederland, B.V. | Planetenweg 115<br>2123 HL HOOFDORP<br>The Netherlands |

| Subsidiary Name | Chief Executive Office |
| --- | --- |
| Computer Task Group Belgium, B.V. | Woluwelaan 140 A<br>Bus 3<br>1831 DIEGEM<br>Belgium |
| Computer Task Group Luxembourg, S.A. | 3, Rue Jean Piret<br>L-2350 Luxembourg |
| Computer Task Group (U.K.), Ltd. | 11 Beacontree Plaza<br>Reading<br>Berkshire RG2 OBS<br>United Kingdom |
| Computer Task Group (Holdings) Ltd. | 11 Beacontree Plaza<br>Reading<br>Berkshire RG2 OBS<br>United Kingdom |

## RESPONSE TO QUESTION 2(c)

ADDITIONAL PRINCIPAL PLACES OF BUSINESS

| Company/Subsidiary | Address |
|---|---|
| Computer Task Group, Incorporated<br>(Same locations for CTG Services, Inc.) | *Financial and Administrative Centers*[1/]<br><br>***Buffalo, NY***<br>700 Delaware Avenue<br>Buffalo, NY 14209-2281<br><br>***Denver, CO***<br>6500 South Quebec St., Ste. 350<br>Englewood, CO 80111-4674<br><br>***Merrillville, IN***<br>8001 Broadway, Ste. 201<br>Merrillville, IN 46410-5528<br><br>***Raleigh, NC***<br>5565 Centerview Drive, Ste. 200<br>Raleigh, NC 27606-3379<br><br>*Larger/Business Accelerator Offices*[2/]<br><br>***Anchorage, AK***<br>440 East 36th Avenue, Ste. 100<br>Anchorage, AK 99503-4187<br><br>***Atlanta, GA***<br>3500 Piedmont Rd., N.E., Ste. 200<br>Atlanta, GA 30305-1503<br><br>***Cleveland, OH***<br>55 Public Square, 5th fl., Ste. 457<br>Cleveland, OH 44131-1901 |

---

1/ Designates more significant offices in terms of leased space, office equipment, number of employees and certain administrative functions (possibly including processing of time sheets).

2/ Designates larger offices in terms of leased space, office equipment, number of employees and possibility of high-tech capabilities.



TRADEMARK
REEL: 002572 FRAME: 0202

## RESPONSE TO QUESTION 2(e)(iii)

OTHER PLACES OF BUSINESS[1]

| Company/Subsidiary | Address |
|---|---|
| Computer Task Group, Incorporated<br>(Same locations for CTG Services, Inc.) | *Albany, NY*<br>One Executive Centre Dr., Ste. 207 |
| | *Austin, TX*<br>12710 Research Blvd., Ste. 220<br>Austin, TX 78759-4380 |
| | *Baltimore, MD*<br>The World Trade Center, Ste. 2522<br>401 East Pratt Street<br>Baltimore, MD 21202-3002 |
| | *Boulder, CO*<br>4699 Nautilus Court South,<br>Ste. 101Boulder, CO 80301-5306 |
| | *Buffalo, NY (Sales Office)*<br>75 Pineview Drive, Ste. D<br>Amherst, NY 14228-2121 |
| | *Central PA*<br>5020 Ritter Road, Ste. 103<br>Mechanicsburg, PA 17055-4837 |
| | *Charlotte, NC*<br>9101 Southern Pine Blvd., Ste. 280<br>Charlotte, NC 28273-5519 |
| | *Chicago, IL*<br>1431 Opus Place, Ste. 650<br>Downers Grove, IL 60515-1169 |
| | *Cincinnati, OH*<br>312 Plum Street, Ste. 700<br>Cincinnati, OH 45202-2618 |

[1] Refers generally to sales and other smaller, non-material offices in terms of leased space, office equipment, number of employees and business functions.



TRADEMARK
REEL: 002572 FRAME: 0203

| Company/Subsidiary | Address |
| --- | --- |
| Computer Task Group, Incorporated<br>(Same locations for CTG Services, Inc.) | *Columbus, OH*<br>700 Ackerman Road, Ste. 300<br>Columbus, OH 43202-1580<br><br>*Dallas, TX*<br>1603 LBJ Freeway, Ste. 810<br>Dallas, TX 75234-6062<br><br>*Delaware Valley*<br>One Media Plaza, Ste. 200<br>1023 East Baltimore Pike<br>Media, PA 19063-5190<br><br>*Des Moines, IA*<br>1200 Valley West Dr., Ste. 304-23<br>West Des Moines, IA 50266-1904<br><br>*Detroit, MI*<br>30600 Telegraph Road, Ste. 2340<br>Bingham Farms, MI 48025-4532<br><br>*Endicott*<br>421 East Main Street<br>Endicott, NY 13760-4925<br><br>*Ft. Wayne, IN*<br>2817 East Dupont Road<br>Ft. Wayne, IN 46825-1668<br><br>*Grand Rapids, MI*<br>Centennial Plaza<br>2851 Charlevoix Dr. SE, Ste. 203<br>Grand Rapids, MI 49546-7048<br><br>*Greenville, SC*<br>300 Executive Center Drive<br>Ste. 114, B-117<br>Greenville, SC 29615-4519<br><br>*Hartford, CT*<br>Columbus Corporate Center<br>10 Columbus Blvd., Ste. 2N<br>Hartford, CT 06106-1976 |



TRADEMARK
REEL: 002572 FRAME: 0204

| Company/Subsidiary | Address |
| --- | --- |
| Computer Task Group, Incorporated<br>(Same locations for CTG Services, Inc.) | *Indianapolis, IN*<br>Castle Creek IV, Ste. 208<br>5875 Castle Creek Parkway<br>Indianapolis, IN 46250-4328<br><br>*Jacksonville/Orlando, FL*<br>9432 Baymeadows Road, Ste. 240<br>Jacksonville, FL 32256-7988<br><br>*Kansas City, KS*<br>13220 Metcalf Avenue, Ste. 140<br>Overland Park, KS 66213-2806<br><br>*Los Angeles, CA*<br>5230 Pacific Concourse Drive, Ste. 200<br>Los Angeles, CA 90045-6256<br><br>*Melbourne, FL*<br>1335 Gateway Drive, Suite 2013<br>Melbourne, FL 32901-2636<br><br>*Nashville, TN*<br>215 Centerview Drive, Ste. 125<br>Brentwood, TN 37027-5246<br><br>*New York, NY*<br>599 Lexington Avenue, Ste. 2300<br>New York, NY 10022-6030<br><br>*Omaha, NE*<br>2027 W. Dodge St., Room 404<br>Omaha, NE 68102-1229<br><br>*Pittsburgh, PA*<br>Two NorthShore Center, Ste. 110<br>Pittsburgh, PA 15212-5838<br><br>*Pittsburgh, PA - (Solution Center)*<br>620 Alpha Drive<br>Pittsburgh, PA 15238-2836<br><br>*Portland, OR*<br>720 SW Washington, Ste. 645<br>Portland, OR 97205-3508<br><br>*Poughkeepsie, NY*<br>3 Neptune Drive, Ste. Q17<br>Poughkeepsie, NY 12601-5571 |

| Company/Subsidiary | Address |
| --- | --- |
| Computer Task Group, Incorporated<br>(Same locations for CTG Services, Inc.) | *Rochester, NY*<br>30 North Union Street, Ste. 201<br>Rochester, NY 14607-1345<br><br>*San Francisco, CA*<br>425 Market Street, 22nd floor<br>San Francisco, CA 94105-2466<br><br>*San Jose, CA*<br>101 Metro Drive, Ste. 530<br>San Jose, CA 95110-1341<br><br>*St. Louis, MO*<br>12655 Olive Blvd., Ste. 385<br>St. Louis, MO 63141-6362<br><br>*Syracuse, NY*<br>6700 Old Collamer Road<br>East Syracuse, NY 13057-1134<br><br>*Tampa, FL*<br>1715 N. Westshore Blvd., Ste. 400<br>Tampa, FL 33607-3926<br><br>*Washington, DC*<br>13665 Dulles Technology Drive<br>Ste. 120<br>Herndon, VA 20171-4603 |



TRADEMARK
REEL: 002572 FRAME: 0206

## RESPONSE TO QUESTION 4

REAL ESTATE FIXTURES

**New York**

Property: (1) 800 Delaware Avenue, Buffalo, NY 14209 (Company is record owner)

(2) 700 and 685 (parking lot) Delaware Avenue, Buffalo, NY 14209 (Erie County Industrial Development Agency is record owner-to be reconveyed to Company prior to Closing)

(3) Nos. 102 & 103, and Garage #1, within 900 Delaware Ave., Buffalo, NY 14209 (Condominium locations owned by Company requested to be omitted from any mortgage)

Recording Office: David Swarts, Erie County Clerk, Erie County Hall, 25 Delaware Avenue, Rm. 200, Buffalo, NY 14202

**Florida**

Property: 1995 West Nasa Boulevard, Melbourne, FL 32901 (Company is record owner)

Recording Office: Brevard County Clerk, P.O. Box 2767, Titusville, FL 32781-2767

BFLODOCS:526136_2 (B9YW02)



TRADEMARK
REEL: 002572 FRAME: 0207

**Schedule II**

Patents

None

**Schedule III**

Trademarks

Please see attached

## Trademarks

| Mark | Serial Number | Currently Used? | Status | |
|---|---|---|---|---|
| CTG wordmark | 1226870 | Yes | registered | |
| CTG logo (new) | 1920102 | Yes | registered | |
| CTG logo (old) | 1226871 | No | registered | |
| CTG - Canada | TMA 455,299 | Yes | registered | |
| CTG - Britain, Ireland | 1576995 | Yes | registered | |
| CTG - Nederlands | 556973 | Yes | registered | |
| CTG HealthCare Solutions | 75/709602 | Yes | pending reg. | Published for opposition |
| CTG HealthCare Solutions (logo) | 75/709601 | Yes | pending reg. | Published for opposition |
| CTG Millennium Services | 2123086 | No | registered | |
| CTG Net | 2154048 | No | registered | |
| OneVision | 2138231 | No | registered | |
| TransMarc | 2280688 | No | registered | |
| Elumen | 2416109 | No | registered | |
| Zenius | 75/875241 | No | pending reg. | Published for opposition |
| Zenius (logo) | 75/940489 | No | pending reg. | Published for opposition |
| ITCapital | 75/895283 | No | pending reg. | Notice of Allowance granted |
| ITCapital (logo) | 75/940492 | No | pending reg. | |
| TalentIT@ctg | 75/875336 | No | pending reg. | |
| ITalent@ctg | 75/875263 | No | pending reg. | |
| Exemplar | 75/875266 | No | pending reg. | Approved for publication |
| Exemplar (logo) | 75/059386 | No | pending reg. | Approved for publication |
| We've Been Where You Want To Go | 75/915453 | Yes | pending reg. | Published for opposition |
| Zenius Digital Design | 75/915461 | No | pending reg. | Approved for publication |
| Hands On IT | 78/044614 | No | pending reg. | |
| Assureware | 78/049709 | Yes | pending reg. | |
| Xferium | 78/051133 | No | pending reg. | |

**Schedule IV**

Copyrights

Please see attached

## Copyrights

| Authored Work | Effective Date | Registration No. |
|---|---|---|
| E-Business Readiness Test | 4/10/00 | TX 5-194-892 |
| HIPAA Interactive Readiness Test | 4/14/00 | TX 5-181-409 |

**Schedule V**

Websites and Domain Names

Please see attached

## Websites and Domain Names

1. CTG.COM
2. CTGHS.COM
3. ZENIUS.COM
4. ELUMEN.COM
5. COMPUTERTASKGROUP.COM
6. COMPUTERTASKGROUP.NET
7. COMPUTERTASKGROUP.ORG
8. CTG-UK.COM
9. CTG.NL
10. CTG.BE
11. CTG.LU
12. XFERIUM.COM
13. XFERIUM.NET
14. XFERIUM.ORG
15. XFERIUM.CC
16. XFERIUM.TV
17. XFERIUM.WS

## Schedule VI

Domain Name Servers and Administrative Contacts

Please see attached

BFLODOCS:535143_1 (BGX301)

## Domain Name Servers; Information Contacts

| Domain Name | Owner of Server | Address of Owner | Administrative Contact for Domain Name |
|---|---|---|---|
| 1. CTG.COM | UUNET | Tyson's Corner, VA | Len Kagelmacher |
| 2. CTGHS.COM | UUNET | Tyson's Corner, VA | Don Benack |
| 3. ZENIUS.COM | UUNET | Tyson's Corner, VA | Len Kagelmacher |
| 4. ELUMEN.COM | UUNET | Tyson's Corner, VA | Len Kagelmacher |
| 5. COMPUTERTASKGROUP.COM | Granite Canyon | | Len Kagelmacher |
| 6. COMPUTERTASKGROUP.NET | Granite Canyon | | Len Kagelmacher |
| 7. COMPUTERTASKGROUP.ORG | Granite Canyon | | Len Kagelmacher |
| 8. CTG-UK.COM | XS4ALL | Amsterdam, NL | Len Kagelmacher |
| 9. CTG.NL | | | |
| 10. CTG.BE | | | |
| 11. CTG.LU | | | |
| 12. XFERIUM.COM | Register.com | New York, NY | Henri Bersoux |
| 13. XFERIUM.NET | Register.com | New York, NY | Henri Bersoux |
| 14. XFERIUM.ORG | Register.com | New York, NY | Henri Bersoux |
| 15. XFERIUM.CC | Register.com | New York, NY | Henri Bersoux |
| 16. XFERIUM.TV | Register.com | New York, NY | Henri Bersoux |
| 17. XFERIUM.WS | Register.com | New York, NY | Henri Bersoux |