

03-26-2003

Form PTO-1594

(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

Tab settings

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

*Resubm*

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

1. Name of conveying party(ies):

Hartford Computer Group, Inc.

- Individual(s)
- General Partnership
- Corporation-State -IL
- Other
- Association
- Limited Partnership

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

3. Nature of conveyance:

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

Execution Date: \_\_\_\_\_

2. Name and address of receiving party(ies)

Name: Michael Eber, Assignee

Internal Address: Suite 820

Street Address: 140 South Dearborn

City: Chicago State: IL Zip: 60603

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other Assignee for benefit of creditors of VisionTek, LLC

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)  
Additional name(s) & address(es) attached?  Yes  No

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

A. Trademark Application No.(s) \_\_\_\_\_

B. Trademark Registration No.(s) 2320852

Additional number(s) attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Richard T. Reibman

Internal Address: Robbins, Salomon & Patt, Ltd.

Suite 1000

Street Address: 25 East Washington Street

City: Chicago State: IL Zip: 60602

6. Total number of applications and registrations involved: 17

7. Total fee (37 CFR 3.41).....\$ 440.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

N/A

DO NOT USE THIS SPACE

9. Signature.

Richard T. Reibman  
Name of Person Signing

*Richard T. Reibman*  
Signature

10/28/02  
Date

Total number of pages including cover sheet, attachments, and document: 4

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

TRADEMARK  
REEL: 002699 FRAME: 0797

*Appendices***Schedule A**

Visiontek

**Registrant: Visiontek, Inc.**

Reg. No.: 2320852

Reg. Date: February 22, 2000

Mark: SERVICE PLUS

Reg. No.: 2222485

Reg. Date: February 9, 1999

Mark: VOLTAGE

Reg. No.: 2222454

Reg. Date: February 9, 1999

Mark: MEMORY TEASERS

Reg. No.: 2216763

Reg. Date: January 5, 1999

Mark: MEMORY NOW

Reg. No.: 2204308

Reg. Date: November 17, 1998

Mark: DRIVE EXCHANGE

Reg. No.: 2234724

Reg. Date: March 23, 1999

Mark: ENTERPRISE PRO

Reg. No.: 2246389

Reg. Date: May 18, 1999

Mark: EXTREMECPU

Reg. No.: 2175504

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Reg. No.: 2067235

Reg. Date: June 3, 1997

Mark: MOMENTUM

Reg. No.: 2218244

Reg. Date: January 19, 1999

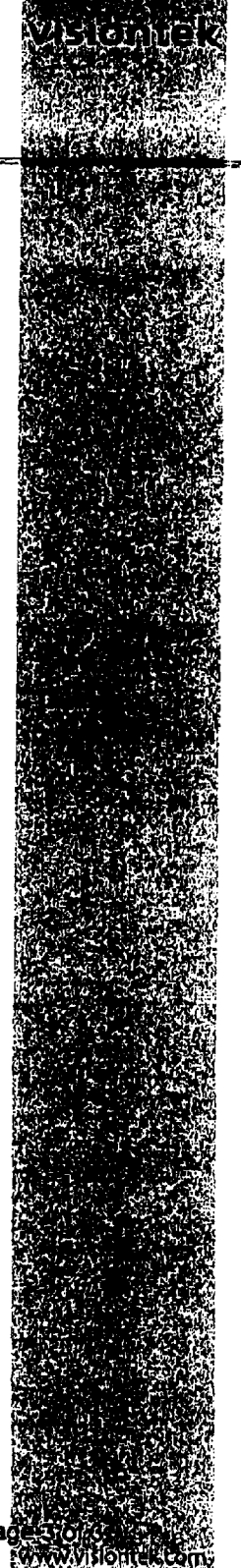
Mark: SIMMPOSIUM

Reg. No.: 2058962

Reg. Date: May 6, 1997

Mark: MEMOR-EASE

Schedule A - (Continued)



Reg. No.: 2036552  
Reg. Date: February 11, 1997  
Mark: V

Reg. No.: 2045429  
Reg. Date: March 18, 1997  
Mark: VISIONTEK

Reg. No.: 2095471  
Reg. Date: September 9, 1997  
Mark: VISIONTEK

*Appendices*

**Schedule A  
Applications**



Visiontek

**Applicant:** Visiontek, Inc.

**Serial No.:** 76281288

**Filing Date.:** July 6, 2001

**Mark:** AGILITAS

**Serial No.:** 75567294

**Filing Date:** October 9, 1998

**Mark:** MEMORYNOW.COM

**Serial No.:** 75567115

**Filing Date:** October 9, 1998

**Mark:** MEMORYNOW

11-07-2002

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

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102274828

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

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Hartford Computer Group, Inc.

11-4-02

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- Assignment Merger Security Agreement Change of Name Other

Execution Date: 10-23-2002

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Name: Michael Eber, Assignee

Internal Address: Suite 820

Street Address: 140 South Dearborn

City: Chicago State: IL Zip: 60603

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Other Assignee for benefit of creditors of VisionTek, LLC

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

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Name: Richard T. Reibman

Internal Address: Robbins, Salomon & Patt, Ltd. Suite 1000

Street Address: 25 East Washington Street

City: Chicago State: IL Zip: 60602

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8. Deposit account number:

N/A

DO NOT USE THIS SPACE

9. Signature.

Richard T. Reibman

Name of Person Signing

Signature

Signature

10/28/02

Date

Total number of pages including cover sheet, attachments, and document: 4

11/06/2002 LMIJELLER 00000196 2320852

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

TRADEMARK REEL: 002699 FRAME: 0801

11-07-2002

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102274975

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Richard T. Reibman Name of Person Signing

Signature

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TRADEMARK REEL: 002699 FRAME: 0802

## SECURITY AGREEMENT

**THIS SECURITY AGREEMENT** (this "Agreement"), dated as of the 23<sup>rd</sup> day of October 2002, by and between **MICHAEL EBER, NOT INDIVIDUALLY, BUT SOLELY AS TRUSTEE-ASSIGNEE FOR THE BENEFIT OF CREDITORS OF VISIONTEK, LLC** ("Secured Party"), and **HARTFORD COMPUTER GROUP, INC.**, an Illinois corporation (the "Grantor"), with its principal place of business at 5550 Prairie Stone Parkway, Hoffman Estates, IL 60192, and has reference to the following facts and circumstances:

### Recitals

A. Reference is made to that certain "Agreement and Bill of Sale" of even date herewith between Secured Party and Grantor ("Bill of Sale Agreement"), pursuant to which Secured Party has sold to Grantor all of Secured Party's right, title and interest in and to trademarks, trademark registrations, servicemarks, trademark registration applications, if any, tradenames, all other names and slogans or logo embodying business, and copyrights, if any, relating to the business of VisionTek, LLC, including but not limited to (a) the name "VisionTek", and (b) those trade and brand names listed on Schedule 1, attached hereto and incorporated herein by reference, and (c) all other names under which VisionTek, LLC transacted business or performed services in connection with its business and all rights that the Trustee-Assignee has to prevent the use of such names by others (collectively, the "VT Names") (collectively, the "Collateral").

B. The Bill of Sale Agreement imposes various obligations upon Grantor to Secured Party. In order to secure Grantor's obligations under the Bill of Sale Agreement, Grantor has agreed to grant a security interest in the Collateral to Secured Party, which shall be junior, subordinate and subject only to the senior and perfected security interests and liens of American National Bank and Trust Company of Chicago (the "Bank") and any other security interests and liens against the Collateral existing as of the date hereof (the "Pre-Existing Liens").

**NOW, THEREFORE**, in consideration of the terms and conditions set forth herein and in the Bill of Sale Agreement, the parties hereto agree as follows:

### Covenants

1. The Recitals set forth above are hereby incorporated into and made a part of this Security Agreement. Any capitalized terms not defined herein shall have the meanings ascribed to them in the Bill of Sale Agreement, which is hereby incorporated by this reference and made a part hereof.
2. To secure the prompt, full and faithful performance by Grantor of all of the provisions to be kept, observed or performed by Grantor under this Agreement and/or the Bill of Sale Agreement, Grantor hereby grants to Secured Party a security interest in and to, and collaterally assigns to Secured Party, all of Grantor's right, title and interest in the Collateral and all litigation proceeds pertaining to the Collateral and all substitutions, renewals, improvements and replacements of and additions to the Collateral, and all books, records and computer records in any way relating to the Collateral.
3. Grantor shall execute and deliver to Secured Party, at the request of Secured Party, all agreements, instruments and documents (the "Supplemental Documentation") that Secured Party reasonably may request, in form and substance acceptable to Secured Party, to perfect and maintain perfected Secured Party's security interest in the Collateral and to consummate the transactions contemplated in or by this Agreement.

Grantor agrees that a carbon, photographic copy, or other reproduction of this Agreement or of any financing statement, shall be sufficient to evidence Secured Party's security interest.

4. Grantor warrants and represents to and covenants with Secured Party that: (a) Secured Party's security interest in the Collateral is now and at all times hereafter shall be perfected and have a first priority, junior only to the senior, perfected security interests and liens of the Pre-Existing Liens, and (b) the addresses specified in the introductory paragraph of this Agreement is Grantor's principal executive office and principal place of business,

5. At the request of Secured Party, Grantor shall receive, as the sole and exclusive property of Secured Party and as trustee for Secured Party, all monies checks, notes, drafts and all other payments for and/or proceeds of the Collateral which come into the possession or under the control of Grantor and immediately upon receipt thereof, Grantor shall remit the same (or cause the same to be remitted), in kind, to Secured Party or at Secured Party's direction.

6. In no event shall Grantor make any sale, transfer or other disposition of any of the Collateral.

7. Grantor warrants and represents to and covenants with Secured Party that: (a) Grantor has the right, power and capacity and is duly authorized and empowered to enter into, execute, deliver and perform this Agreement; (b) the execution, delivery and/or performance by Grantor of this Agreement shall not, by the lapse of time, the giving of notice or otherwise, constitute a violation of any applicable law or a breach of any provision contained in Grantor's Articles of Incorporation, By-Laws, Articles of Partnership, Articles of Organization, Operating Agreement or similar document, or contained in any agreement, instrument or document to which Grantor is now or hereafter a party or by which it is or may be bound; (c) to the extent provided by Secured Party to Grantor pursuant to the Bill of Sale Agreement, Grantor has and at all times hereafter shall have good, indefeasible and merchantable title to and ownership of the Collateral, free and clear of all liens, claims, security interests and encumbrances except the Pre-Existing Liens; (d) Grantor is now and at all times hereafter, shall be solvent and generally paying its debts as they mature and Grantor now owns and shall at all times hereafter own property which, at a fair valuation, is greater than the sum of its debts; (e) Grantor is not and will not be during the term hereof in violation of any applicable federal, state or local statute, regulation or ordinance that, in any respect materially and adversely affects its business, property, assets, operations or condition, financial or otherwise; and (f) Grantor is not in default with respect to any indenture, loan agreement, mortgage, deed or other similar agreement relating to the borrowing of monies to which it is a party or by which it is bound.

8. Grantor warrants and represents to and covenants with Secured Party that Grantor shall furnish such data and information (financial and otherwise) as Secured Party, from time to time, may request bearing upon or related to the Collateral.

9. The occurrence of any one of the following events shall constitute a default by the Grantor ("Event of Default") under this Agreement: (a) if Grantor fails to pay any of Grantor's obligations to Secured Party when due and payable or declared due and payable (whether by scheduled maturity, required payment, acceleration, demand or otherwise) as provided in the Bill of Sale Agreement; (b) if Grantor fails or neglects to perform, keep or observe any term, provision, condition, covenant, warranty or representation contained in this Agreement or the Bill of Sale Agreement; (c) occurrence of a default or Event of Default under the Bill of Sale Agreement; (d) if the Collateral is attached, seized, subjected to a writ, or are levied upon or become subject to any lien (except liens of Bank) or come within the possession of any receiver, trustee, custodian or assignee for the benefit of creditors; (e) if a notice of lien, levy or assessment is filed of record or given to Grantor with respect to all or any of Grantor's assets or Grantor's assets by any federal, state, local department or agency; (f) if Grantor becomes insolvent or generally fails to pay or admits in writing its inability to pay debts as they



become due, if a petition under Title 11 of the United States Code or any similar law or regulation is filed by or against Grantor, Grantor shall make an assignment for the benefit of creditors, if any case or proceeding is filed by or against Grantor for its dissolution or liquidation, if Grantor is enjoined, restrained or in any way prevented by court order from conducting all or any material part of its business affairs.

10. All of Secured Party's rights and remedies under this Agreement and the Bill of Sale Agreement are cumulative and non-exclusive.

11. Upon an Event of Default, Secured Party, in its sole and absolute discretion, may exercise any one or more of the rights and remedies accruing to a secured party under the Uniform Commercial Code of the relevant state and any other applicable law upon default by a Grantor.

12. Upon an Event of Default, Grantor, immediately upon demand by Secured Party, shall assemble the Collateral and make it available to Secured Party at a place or places to be designated by Secured Party which is reasonably convenient to Secured Party and Grantor. Grantor recognizes that in the event Grantor or Grantor fails to perform, observe or discharge any of its obligations or liabilities under this Agreement or the Other Agreements, no remedy of law will provide adequate relief to Secured Party, and agrees that Secured Party shall be entitled to temporary and permanent injunctive relief in any such case without the necessity of proving actual damages.

13. Upon an Event of Default, without notice, demand or legal process of any kind, Secured Party may take possession of any or all of the Collateral (in addition to Collateral of which it already has possession), wherever it may be found, and for that purpose may pursue the same wherever it may be found, and may enter into any of Grantor's premises where any of the Collateral may be or is supposed to be, and search for, take possession of, remove, keep and store any of the Collateral until the same shall be sold or otherwise disposed of, and Secured Party shall have the right to store the same in any of Grantor's premises without cost to Secured Party.

14. Any notice required to be given by Secured Party of a sale, lease, or other disposition of the Collateral or any other intended action by Secured Party, (i) deposited in the United States mail, postage prepaid and duly addressed to Grantor at the address specified at the beginning of this Agreement, or (ii) sent via certified mail, return receipt requested, or (iii) sent via facsimile, or (iv) delivered personally, not less than ten (10) days prior to such proposed action, shall constitute commercially reasonable and fair notice to Grantor.

15. Upon an Event of Default, Grantor agrees that Secured Party may, if Secured Party deems it reasonable, postpone or adjourn any such sale of the Collateral from time to time by an announcement at the time and place of sale or by announcement at the time and place of such postponed or adjourned sale, without being required to give a new notice of sale. Grantor agrees that Secured Party has no obligation to preserve rights against prior parties to the Collateral. Further, to the extent permitted by law, Grantor waives and releases any cause of action and claim against Secured Party as a result of Secured Party's possession, collection or sale of the Collateral, any liability or penalty for failure of Secured Party to comply with any requirement imposed on Secured Party relating to notice of sale, holding of sale or reporting of sale of the Collateral, and any right of redemption from such sale.

16. This Agreement shall be binding upon and inure to the benefit of the heirs, representatives, successors and assigns of Grantor and Secured Party.

17. Secured Party's failure to require strict performance by Grantor of any provision of this Agreement shall not waive, affect or diminish any right of Secured Party thereafter to demand strict compliance and performance therewith. Any suspension or waiver by Secured Party of an Event of Default by Grantor under

this Agreement or the Other Agreements shall not suspend, waive or affect any other Event of Default by Grantor under this Agreement or the Bill of Sale Agreement, whether the same is prior or subsequent thereto and whether of the same or of a different type. None of the undertakings, agreements, warranties, covenants and representations of Grantor contained in this Agreement or the Bill of Sale Agreement and no Event of Default by Grantor under this Agreement or the Bill of Sale Agreement shall be deemed to have been suspended or waived by Secured Party unless such suspension or waiver is by an instrument in writing signed by Secured Party and directed to Grantor specifying such suspension or waiver.

18. If any provision of this Agreement or the Other Agreements or the application thereof to any person, entity or circumstance is held invalid or unenforceable, the remainder of this Agreement will not be affected thereby and the provisions of this Agreement and the Other Agreements shall be severable in any such instance.

19. Grantor hereby appoints Secured Party as Grantor's agent and attorney-in-fact for the purpose of carrying out the provisions of this Agreement and taking any action and executing any agreement, instrument or document which Secured Party may reasonably deem necessary or advisable to accomplish the purposes hereof which appointment is irrevocable and coupled with an interest.

20. Except as otherwise specifically provided in this Agreement, Grantor waives any and all notice or demand which Grantor might be entitled to receive by virtue of any applicable statute or law, and waives presentment, demand and protest and notice of presentment, protest, default, dishonor, non-payment, maturity, release, compromise, settlement, extension or renewal of any and all agreements, instruments or documents at any time held by Secured Party on which Grantor or Grantor may in any way be liable.

21. This Agreement, or a carbon, photographic, or other reproduction of this Agreement or of any Uniform Commercial Code financing statement covering the Collateral or any portion thereof, shall be sufficient as a Uniform Commercial Code financing statement and may be filed as such.

22. Except as otherwise provided in the Other Agreements, if any provisions contained in this Agreement is in conflict with, or inconsistent with any provisions in the Bill of Sale Agreement, the provisions of the agreement granting the broadest possible protections to Secured Party shall control.

23. The terms and provisions of this Agreement contains the entire agreement of the parties hereto with respect to the matters covered herein. This Agreement may not be modified, altered, or amended except by an agreement in writing signed by Grantor and Secured Party. All of Grantor's warranties, representations, undertakings, and covenants contained in this Agreement shall survive the termination or cancellation of this Agreement.

24. This Agreement shall be governed and controlled by the internal laws of the State of Illinois and not the law of conflicts.

25. If at any time or times hereafter, Secured Party employs counsel to represent Secured Party in any litigation, arbitration contest, dispute, suit or proceeding or to commence, defend or intervene or to take any other action in or with respect to any litigation, contest, dispute, suit or proceeding (whether instituted by Secured Party, Grantor, or any other person or entity) in any way or respect relating to the Collateral or this Agreement, Secured Party shall be entitled to recover from Grantor all of Secured Party's reasonable legal fees and expenses incurred by Secured Party with respect to the foregoing.

26. **GRANTOR IRREVOCABLY AGREES THAT, SUBJECT TO SECURED PARTY'S SOLE AND ABSOLUTE ELECTION, ALL ACTIONS OR PROCEEDINGS IN ANY WAY, MANNER OR RESPECT, ARISING OUT OF OR FROM OR RELATED TO THIS AGREEMENT, THE OTHER**

AGREEMENTS OR THE COLLATERAL SHALL BE LITIGATED ONLY IN COURTS HAVING SITUS WITHIN THE CITY OF CHICAGO, STATE OF ILLINOIS, AND GRANTOR HEREBY CONSENTS AND SUBMITS TO THE JURISDICTION OF ANY LOCAL, STATE OR FEDERAL COURT LOCATED WITHIN SAID CITY AND STATE. GRANTOR HEREBY WAIVES ANY RIGHT THEY MAY HAVE TO TRANSFER OR CHANGE THE VENUE OF ANY LITIGATION BROUGHT AGAINST GRANTOR BY SECURED PARTY IN ACCORDANCE WITH THIS PARAGRAPH.

27. GRANTOR HEREBY IRREVOCABLY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT, COUNTERCLAIM OR PROCEEDING (I) TO ENFORCE OR DEFEND ANY RIGHTS UNDER OR IN CONNECTION WITH THIS AGREEMENT, THE BILL OF SALE AGREEMENT, OR ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION HERewith OR THEREWITH, OR (II) ARISING FROM ANY DISPUTE OR CONTROVERSY ARISING IN CONNECTION WITH OR RELATED TO THIS AGREEMENT OR THE BILL OF SALE AGREEMENT AND ANY SUCH AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT, AND AGREES THAT ANY SUCH ACTION, SUIT, COUNTERCLAIM OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

IN WITNESS WHEREOF, this Agreement has been duly executed as of the day and year specified at the beginning hereof.

GRANTOR:

HARTFORD COMPUTER GROUP, INC., an Illinois corporation

By: Cheryl R. Miller

Its: President

Accepted this \_\_\_\_ day of October 2002, at Secured Party's principal place of business in the City of Chicago, State of Illinois.

myrtle  
MICHAEL EBER, NOT INDIVIDUALLY, BUT  
SOLELY AS TRUSTEE-ASSIGNEE FOR THE  
BENEFIT OF CREDITORS OF VISIONTEK, LLC

**SCHEDULE 1**

**LIST OF TRADE AND BRAND NAMES**

**TRADE NAMES**

SERVICE PLUS  
VOLTAGE  
MEMORY TEASERS  
MEMORY NOW  
DRIVE EXCHANGE  
ENTERPRISE PRO  
EXTREMECPU  
EXTREMEDRIVE  
MOMENTUM  
SIMMPOSIUM  
MEMOR-EASE  
AGILITAS  
MEMORYNOW.COM  
MEMORYNOW

**BRAND NAMES**

AGILITAS  
MEMORYNOW.COM  
MEMORYNOW  
XTASY\*

\* Not registered

## Appendices

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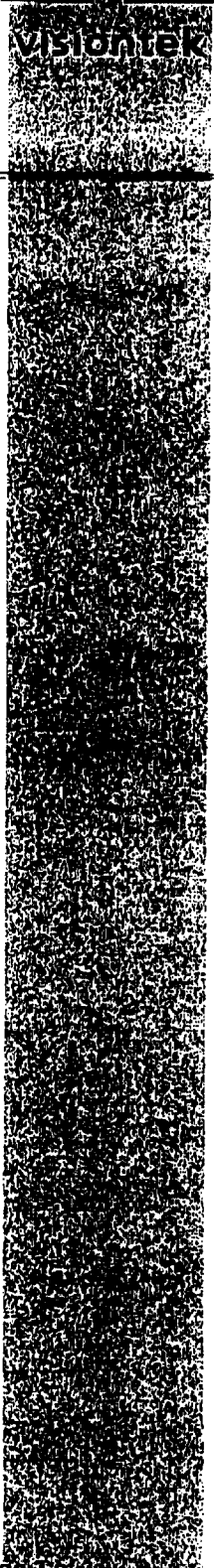


visiontek

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**Mark: AGILITAS**

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