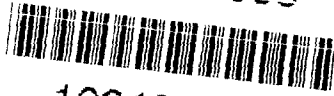


3-28-03

03-28-2003



102402466

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): PartMiner, Inc. Individual(s) Association General Partnership Limited Partnership Corporation-State Other Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies): Name: The CIT Group/ Business Credit, Inc Internal Address: Teresa Knaus Street Address: 1211 Avenue of the Americas City: New York State: NY Zip: 10036 Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Other If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance: Assignment Merger Security Agreement Change of Name Other Execution Date: 3/20/2003

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) 2507672 2510965 2268858 Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: The CIT Group/ Business Credit, Inc Internal Address: Teresa Knaus Street Address: 1211 Avenue of the Americas City: New York State: NY Zip: 10036

6. Total number of applications and registrations involved: 3 7. Total fee (37 CFR 3.41): \$ 90.00 Enclosed Authorized to be charged to deposit account 8. Deposit account number:

9. Signature. TERESA KNAUS Name of Person Signing Signature Date 3/20/03 Total number of pages including cover sheet, attachments, and document: 10

03/28/2003 6TON11 00000098 2507672 Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231 01 FC:0521 40.00 OP 02 FC:0522 50.00 OP

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of March 20, 2003, between PartMiner, Inc., a New York corporation with offices at 80 Ruland Road, Melville, New York 11747 (the "Debtor"), and The CIT Group/Business Credit, Inc., with offices at 1211 Avenue of the Americas, New York, New York 10036 (the "Secured Party");

WHEREAS, the Debtor and the Secured Party are parties to that certain Security Agreement dated as of March 20, 2003 (herein, as at any time amended, extended, restated, renewed or modified, the "Security Agreement"); and

WHEREAS, it is a condition to the willingness of the Secured Party to enter into the Security Agreement and make the loans evidenced thereby that the Debtor enter into this Agreement and grant to the Secured Party the security interest provided for herein; and

WHEREAS, in order to induce the Secured Party to enter into the Security Agreement and make the loans evidenced thereby, Debtor has agreed to grant to Secured Party a security interest in and to and mortgage on its now owned or hereafter acquired intent-to-use trademarks applications, trademarks, trade names, trade secrets, licenses, confidential business information and service marks (collectively, the "Trademarks"). This Trademark Security Agreement is being executed contemporaneous with the Security Agreement under which Secured Party is granted a lien on and security interest in and to, among other things, accounts receivable, inventory, machinery, equipment, manufacturing procedures, deposits, contract rights and general intangibles ("Other Assets") relating to the business of the Debtor, whereby Secured Party shall have the right to foreclose on the Trademarks and the Other Assets in the event Secured Party alleges the occurrence of an Event of Default under the Security Agreement. Terms not defined herein shall have the meaning set forth in the Security Agreement.

NOW, THEREFORE, in consideration of the premises, and other good and valuable consideration the sufficiency of which is hereby acknowledged, Debtor hereby agrees with Secured Party as follows:

1. To secure any and all obligations of the Debtor to the Secured Party, including but not limited to, repayment of the obligations of the Debtor under the Security Agreement, Debtor hereby conveys, grants, assigns, pledges, transfers, mortgages, and creates in favor of the Secured Party a security interest in and to and mortgage on all of the Debtor's right, title and interest in and to the its now owned and hereafter acquired Trademarks including but not limited to those listed on Schedule A annexed hereto and incorporated herein by reference (as the same may be amended pursuant hereto from time to time), including without limitation any and all rights under any license agreements or any other agreements related thereto, all renewals thereof, all proceeds of infringement suits, the right to sue for past, present and future infringements and all rights corresponding thereto throughout the world and the good will of the business relating thereto.

2. Debtor represents, covenants and warrants that:

(a) Trademarks are subsisting;

(b) Debtor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks, free and clear of any liens, charges and encumbrances, including without limitation pledges, assignments, licenses, registered user agreements and covenants by Debtor not to sue third persons; and

(c) Debtor has the unqualified right to enter into this Agreement and perform its terms;

3. Debtor agrees that, until all of the obligations under the Security Agreement shall have been satisfied in full, the Debtor will not, without the Secured Party's prior written consent, enter into any agreement regarding the Trademarks, including, without limitation, any license regarding the Trademarks.

4. If, before the obligations under the Security Agreement shall have been satisfied in full, Debtor shall obtain rights to any new Trademarks, the provisions of paragraph 1 shall automatically apply thereto and Debtor shall give Secured Party prompt written notice thereof.

5. Debtor authorizes Secured Party to modify this Agreement by amending Schedule A to include any now owned or future Trademarks covered by paragraphs 1 through 4 hereof.

6. If any Event of Default shall have been alleged by Secured Party, Secured Party shall have, in addition to all other rights and remedies given it by this Agreement, those allowed by law and the rights and remedies of a Secured Party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks may be deemed located and, without limiting the generality of the foregoing, Secured Party may immediately, without demand of performance and without notice or demand whatsoever to Debtor, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, assign, transfer, license or otherwise dispose of, including but not limited to, transferring the Trademarks to itself, in New York or elsewhere, all or from time to time any of the Trademarks, or any interest which the Debtor may have therein, and after deducting from the proceeds of sale or other disposition of any and all of the Trademarks all expenses (including all expenses for broker's fees and legal services), apply the residue of such proceeds to the Debtor's obligations to the Secured Party under the Security Agreement and otherwise owing to the Secured Party. Any remainder of the proceeds after payment in full of the Debtor's obligations owing to Secured Party including but not limited to the repayment in full of the Debtor's obligations to the Secured Party under the Security Agreement shall be paid over to the Debtor. Notice of any sale or other disposition of the Trademarks shall be given to Debtor at least five (5) days before the time of any intended public or private sale or other disposition of the Trademarks is to be made, which Debtor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, the Secured Party or any holder of the

Security Agreement may, to the extent permissible under applicable law, purchase the whole or any part of the Trademarks free from any right of redemption on the part of Debtor, which right is hereby waived and released.

7. At such time as Debtor shall completely satisfy all of the Debtor's obligations to Secured Party including but not limited to repayment of the obligations of the Debtor under the Security Agreement, this Agreement and the Security Agreement shall terminate and Secured Party shall execute and deliver to Debtor all documents and other instruments as may be necessary or proper to terminate this Agreement and re-vest in Debtor the Trademarks, subject to any disposition thereof which may have been made by Secured Party pursuant hereto.

8. Any and all fees, costs and expenses, of whatever kind or nature, including attorney's fees and legal expenses incurred by Secured Party in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Trademarks, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks, shall be borne and paid by Debtor on demand by Secured Party and until so paid shall become part of the Debtor's obligations under the Security Agreement. Debtor hereby agrees to execute and deliver to Secured Party any and all additional documents requested by the Secured Party regarding the Trademarks at any time and from time to time in its discretion to carry out and enforce the terms and conditions of this Agreement.

9. Debtor shall have the duty, through counsel acceptable to Secured Party, to prosecute diligently any Trademarks pending as of the date of this Agreement or thereafter until all of the Debtor's obligations under the Security Agreement shall have been paid in full, to file and prosecute opposition and cancellation proceedings and to do any and all acts which are necessary or desirable to preserve and maintain all rights in the Trademarks. Any expenses incurred in connection with the Trademarks shall be borne by Debtor. The Debtor shall not abandon any Trademarks without the consent of Secured Party, which consent shall not be unreasonably withheld.

10. Debtor shall have the right, with the prior written consent of Secured Party, which will not be unreasonably withheld, to bring any opposition proceedings, cancellation proceedings or lawsuit in its own name to enforce or protect the Trademarks, in which event Secured Party may, if necessary, be joined as a nominal party to such suit if Secured Party shall have been satisfied that it is not thereby incurring any right of liability because of such joinder. Debtor shall promptly, upon demand, reimburse and indemnify Secured Party for all damages, costs and expenses, including attorney's fees, incurred by Secured Party in the fulfillment of the provisions of this paragraph 10.

11. If Debtor breaches or fails to comply with any of the terms and conditions of this Agreement or upon the occurrence of an Event of Default under the Security Agreement or any other agreements between Debtor and Secured Party, Debtor hereby authorizes and empowers Secured Party to make, constitute and appoint any officer or agent of Secured Party as Secured Party may select, in its exclusive discretion, as Debtor's true and lawful attorney-in-fact, with the power to

endorse Debtor's name on all applications, documents, papers and instruments of every kind and nature necessary or desirable for Secured Party to use, own, transfer, assign, license or dispose of the Trademarks, including without limitation, documents, papers, applications and instruments necessary or desirable for the Secured Party to own, use, transfer, assign, license or dispose of the Trademarks, or to grant or issue any exclusive or nonexclusive license under the Trademarks to anyone else, or necessary or desirable for Secured Party to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to Secured Party or anyone else. Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Agreement. The Secured Party, or its designee, as attorney-in-fact, will not be liable for any acts or omissions, or for any error of judgment or mistake of fact or law, except for gross negligence, or willful misconduct. This power, being coupled with an interest, is irrevocable until all obligations of Debtor to Secured Party have been indefeasibly paid in full and performed and satisfied.

12. If Debtor fails to comply with any of its obligations hereunder, Secured Party may do so in Debtor's name or in Secured Party's name, but at Debtor's expense, and Debtor hereby agrees to reimburse Secured Party in full for all expenses, including attorney's fees, incurred by Secured Party in protecting, defending and maintaining the Trademarks

13. No course of dealing between Debtor and Secured Party, nor any failure to exercise, nor any delay in exercising, on the part of Secured Party, any right power or privilege hereunder or under the Security Agreement, including but not limited to the failure of Secured Party to sue under any guaranties, shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

14. All of Secured Party's rights and remedies with respect to the Trademarks, whether established hereby or by the Security Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently.

15. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

16. This Agreement is subject to modification only by a writing signed by the parties, except as provided in paragraph 5.

17. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

18. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the laws of the State of New York.


IN WITNESS WHEREOF, the execution hereof as of the day and year first above written.

Addresses

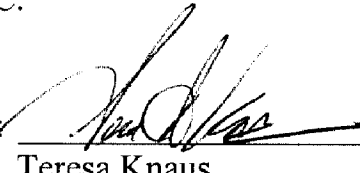
80 Ruland Road
Melville, NY 11747

1211 Avenue of the Americas
New York, NY 10036

PARTMINER, INC.

By: 
Michael R. Manley, President

THE CIT GROUP/BUSINESS CREDIT,
INC.

By: 
Teresa Knaus
Assistant Vice President

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

On this 20th day of March, in the year 2003, before me personally came MICHAEL R. MANLEY, to me known, who, being by me duly sworn, did depose and say that he resides in 73 Kingsbury Road, New Rochelle, New York 10804; that he is the President of PartMiner, Inc., the corporation described in and which executed the above instrument; and that he signed his name thereto by authority of the board of directors of said corporation.

SANDRA L. McGRATH
NOTARY PUBLIC, State of New York
No. 01MC4922887
Qualified in Nassau County
Commission Expires 3/14/06

Sandra L McGrath
Notary Public

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

On the 20th day of March, in the year 2003, before me personally came Teresa Knaus, to me known, who, being by me duly sworn, did depose and say that she resides in 28 Seaway Dr., Copiague Harbor NY; that she is the Assistant Vice President of The CIT Group/Business Credit, Inc., the corporation described in and which executed the above instrument; and that she signed her name thereto by authority of the board of directors of said corporation.

SANDRA L. McGRATH
NOTARY PUBLIC, State of New York
No. 01MC4922887
Qualified in Nassau County
Commission Expires 3/14/06

Sandra L McGrath
Notary Public

Schedule A to Trademark Security Agreement dated as of March 20, 2003

Between

PartMiner, Inc. and

The CIT Group/Business Credit, Inc.

<u>Name/Type of Mark</u>	<u>Applications/ Serial No./ Registration No.</u>	<u>Country</u>	<u>Filing Date or Registration Date</u>
Typed Drawing - Word Mark Goods and Services/Fast. Simple. Complete. Which part don't you get?	Regis. No. 2507672	U.S.	Regis. Date 11/13/2001
Typed Drawing - Word Mark Goods and Services/Free Trade Zone	Regis. No. 2510965	U.S.	Regis. Date 11/20/2001
Typed Drawing - PartMiner	Regis. No. 2268858	U.S.	Regis. Date 8/10/1999

SPECIAL POWER OF ATTORNEY

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

KNOW ALL MEN BY THESE PRESENTS, that PartMiner, Inc., a New York corporation, having an address at 80 Ruland Road, Melville, New York 11747 (“Debtor”), pursuant and subject to the terms and conditions contained in a Trademark Security Agreement (as amended, modified, restated or supplemented from time to time, the “Security Agreement”) , dated the date hereof (the “Security Agreement”), hereby appoints and constitutes The CIT Group/Business Credit, Inc., with an address at 1211 Avenue of the Americas, New York, New York 10036 (“Secured Party”), its true and lawful attorney, with full power of substitution, and with full power and authority to perform the following acts on behalf of Debtor:


1. Assigning, selling or otherwise disposing of all right, title and interest of Debtor in and to all trademarks of the Debtor, including but not limited to those listed on Schedule A of the Security Agreement, and including those trademarks which are added to the same subsequent hereto, and all registrations and recordings thereof, and all pending applications therefor, and for the purpose of the recording, registering and filing of, or accomplishing any other formality with respect to, the foregoing, and to execute and deliver any and all agreements, documents, instruments of assignment or other writings necessary or advisable to effect such purpose;

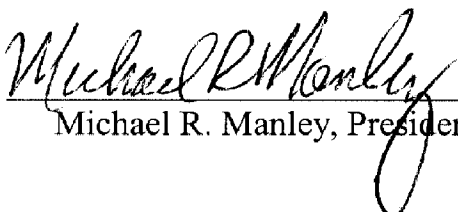
2. To execute any and all documents, statements, certificates or other writings necessary or advisable in order to effect the purposes described above as Secured Party may in its sole discretion determine.

This power of attorney is made pursuant to the Security Agreement, dated the date hereof, between Debtor and Secured Party and may not be revoked until the payment in full of all Debtor’s obligations under the Security Agreement.

ATTEST:

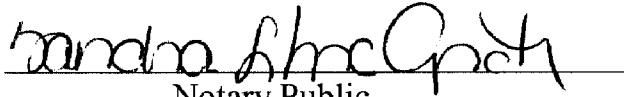
PARTMINER, INC.



By: 
_____ Michael R. Manley, President

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

On this 20th day of March, in the year 2003, before me personally came MICHAEL R. MANLEY, to me known, who, being by me duly sworn, did depose and say that he resides in 73 Kingsbury Road, New Rochelle, New York 10804; that he is the President of PartMiner, Inc., the corporation described in and which executed the above instrument; and that he signed his name thereto by authority of the board of directors of said corporation.



Notary Public

SANDRA L. McGRATH
NOTARY PUBLIC, State of New York
No. 01MC4922887
Qualified in Nassau County
Commission Expires 3/14/04

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of March 20, 2003, between PartMiner, Inc., a New York corporation with offices at 80 Ruland Road, Melville, New York 11747 (the "Debtor"), and The CIT Group/Business Credit, Inc., with offices at 1211 Avenue of the Americas, New York, New York 10036 (the "Secured Party");

WHEREAS, the Debtor and the Secured Party are parties to that certain Security Agreement dated as of March 20, 2003 (herein, as at any time amended, extended, restated, renewed or modified, the "Security Agreement"); and

WHEREAS, it is a condition to the willingness of the Secured Party to enter into the Security Agreement and make the loans evidenced thereby that the Debtor enter into this Agreement and grant to the Secured Party the security interest provided for herein; and

WHEREAS, in order to induce the Secured Party to enter into the Security Agreement and make the loans evidenced thereby, Debtor has agreed to grant to Secured Party a security interest in and to and mortgage on its now owned or hereafter acquired intent-to-use trademarks applications, trademarks, trade names, trade secrets, licenses, confidential business information and service marks (collectively, the "Trademarks"). This Trademark Security Agreement is being executed contemporaneous with the Security Agreement under which Secured Party is granted a lien on and security interest in and to, among other things, accounts receivable, inventory, machinery, equipment, manufacturing procedures, deposits, contract rights and general intangibles ("Other Assets") relating to the business of the Debtor, whereby Secured Party shall have the right to foreclose on the Trademarks and the Other Assets in the event Secured Party alleges the occurrence of an Event of Default under the Security Agreement. Terms not defined herein shall have the meaning set forth in the Security Agreement.

NOW, THEREFORE, in consideration of the premises, and other good and valuable consideration the sufficiency of which is hereby acknowledged, Debtor hereby agrees with Secured Party as follows:

1. To secure any and all obligations of the Debtor to the Secured Party, including but not limited to, repayment of the obligations of the Debtor under the Security Agreement, Debtor hereby conveys, grants, assigns, pledges, transfers, mortgages, and creates in favor of the Secured Party a security interest in and to and mortgage on all of the Debtor's right, title and interest in and to the its now owned and hereafter acquired Trademarks including but not limited to those listed on Schedule A annexed hereto and incorporated herein by reference (as the same may be amended pursuant hereto from time to time), including without limitation any and all rights under any license agreements or any other agreements related thereto, all renewals thereof, all proceeds of infringement suits, the right to sue for past, present and future infringements and all rights corresponding thereto throughout the world and the good will of the business relating thereto.

2. Debtor represents, covenants and warrants that:

(a) Trademarks are subsisting;

(b) Debtor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks, free and clear of any liens, charges and encumbrances, including without limitation pledges, assignments, licenses, registered user agreements and covenants by Debtor not to sue third persons; and

(c) Debtor has the unqualified right to enter into this Agreement and perform its terms;

3. Debtor agrees that, until all of the obligations under the Security Agreement shall have been satisfied in full, the Debtor will not, without the Secured Party's prior written consent, enter into any agreement regarding the Trademarks, including, without limitation, any license regarding the Trademarks.

4. If, before the obligations under the Security Agreement shall have been satisfied in full, Debtor shall obtain rights to any new Trademarks, the provisions of paragraph 1 shall automatically apply thereto and Debtor shall give Secured Party prompt written notice thereof.

5. Debtor authorizes Secured Party to modify this Agreement by amending Schedule A to include any now owned or future Trademarks covered by paragraphs 1 through 4 hereof.

6. If any Event of Default shall have been alleged by Secured Party, Secured Party shall have, in addition to all other rights and remedies given it by this Agreement, those allowed by law and the rights and remedies of a Secured Party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks may be deemed located and, without limiting the generality of the foregoing, Secured Party may immediately, without demand of performance and without notice or demand whatsoever to Debtor, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, assign, transfer, license or otherwise dispose of, including but not limited to, transferring the Trademarks to itself, in New York or elsewhere, all or from time to time any of the Trademarks, or any interest which the Debtor may have therein, and after deducting from the proceeds of sale or other disposition of any and all of the Trademarks all expenses (including all expenses for broker's fees and legal services), apply the residue of such proceeds to the Debtor's obligations to the Secured Party under the Security Agreement and otherwise owing to the Secured Party. Any remainder of the proceeds after payment in full of the Debtor's obligations owing to Secured Party including but not limited to the repayment in full of the Debtor's obligations to the Secured Party under the Security Agreement shall be paid over to the Debtor. Notice of any sale or other disposition of the Trademarks shall be given to Debtor at least five (5) days before the time of any intended public or private sale or other disposition of the Trademarks is to be made, which Debtor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, the Secured Party or any holder of the

Security Agreement may, to the extent permissible under applicable law, purchase the whole or any part of the Trademarks free from any right of redemption on the part of Debtor, which right is hereby waived and released.

7. At such time as Debtor shall completely satisfy all of the Debtor's obligations to Secured Party including but not limited to repayment of the obligations of the Debtor under the Security Agreement, this Agreement and the Security Agreement shall terminate and Secured Party shall execute and deliver to Debtor all documents and other instruments as may be necessary or proper to terminate this Agreement and re-vest in Debtor the Trademarks, subject to any disposition thereof which may have been made by Secured Party pursuant hereto.

8. Any and all fees, costs and expenses, of whatever kind or nature, including attorney's fees and legal expenses incurred by Secured Party in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Trademarks, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks, shall be borne and paid by Debtor on demand by Secured Party and until so paid shall become part of the Debtor's obligations under the Security Agreement. Debtor hereby agrees to execute and deliver to Secured Party any and all additional documents requested by the Secured Party regarding the Trademarks at any time and from time to time in its discretion to carry out and enforce the terms and conditions of this Agreement.

9. Debtor shall have the duty, through counsel acceptable to Secured Party, to prosecute diligently any Trademarks pending as of the date of this Agreement or thereafter until all of the Debtor's obligations under the Security Agreement shall have been paid in full, to file and prosecute opposition and cancellation proceedings and to do any and all acts which are necessary or desirable to preserve and maintain all rights in the Trademarks. Any expenses incurred in connection with the Trademarks shall be borne by Debtor. The Debtor shall not abandon any Trademarks without the consent of Secured Party, which consent shall not be unreasonably withheld.

10. Debtor shall have the right, with the prior written consent of Secured Party, which will not be unreasonably withheld, to bring any opposition proceedings, cancellation proceedings or lawsuit in its own name to enforce or protect the Trademarks, in which event Secured Party may, if necessary, be joined as a nominal party to such suit if Secured Party shall have been satisfied that it is not thereby incurring any right of liability because of such joinder. Debtor shall promptly, upon demand, reimburse and indemnify Secured Party for all damages, costs and expenses, including attorney's fees, incurred by Secured Party in the fulfillment of the provisions of this paragraph 10.

11. If Debtor breaches or fails to comply with any of the terms and conditions of this Agreement or upon the occurrence of an Event of Default under the Security Agreement or any other agreements between Debtor and Secured Party, Debtor hereby authorizes and empowers Secured Party to make, constitute and appoint any officer or agent of Secured Party as Secured Party may select, in its exclusive discretion, as Debtor's true and lawful attorney-in-fact, with the power to

endorse Debtor's name on all applications, documents, papers and instruments of every kind and nature necessary or desirable for Secured Party to use, own, transfer, assign, license or dispose of the Trademarks, including without limitation, documents, papers, applications and instruments necessary or desirable for the Secured Party to own, use, transfer, assign, license or dispose of the Trademarks, or to grant or issue any exclusive or nonexclusive license under the Trademarks to anyone else, or necessary or desirable for Secured Party to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to Secured Party or anyone else. Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Agreement. The Secured Party, or its designee, as attorney-in-fact, will not be liable for any acts or omissions, or for any error of judgment or mistake of fact or law, except for gross negligence, or willful misconduct. This power, being coupled with an interest, is irrevocable until all obligations of Debtor to Secured Party have been indefeasibly paid in full and performed and satisfied.

12. If Debtor fails to comply with any of its obligations hereunder, Secured Party may do so in Debtor's name or in Secured Party's name, but at Debtor's expense, and Debtor hereby agrees to reimburse Secured Party in full for all expenses, including attorney's fees, incurred by Secured Party in protecting, defending and maintaining the Trademarks

13. No course of dealing between Debtor and Secured Party, nor any failure to exercise, nor any delay in exercising, on the part of Secured Party, any right power or privilege hereunder or under the Security Agreement, including but not limited to the failure of Secured Party to sue under any guaranties, shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

14. All of Secured Party's rights and remedies with respect to the Trademarks, whether established hereby or by the Security Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently.

15. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

16. This Agreement is subject to modification only by a writing signed by the parties, except as provided in paragraph 5.

17. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

18. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the laws of the State of New York.


IN WITNESS WHEREOF, the execution hereof as of the day and year first above written.

Addresses

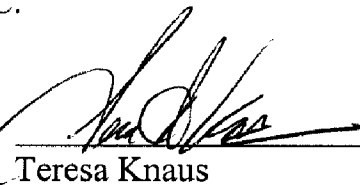
80 Ruland Road
Melville, NY 11747

1211 Avenue of the Americas
New York, NY 10036

PARTMINER, INC.

By: 
Michael R. Manley, President

THE CIT GROUP/BUSINESS CREDIT,
INC.

By: 
Teresa Knaus
Assistant Vice President

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

On this 20th day of March, in the year 2003, before me personally came MICHAEL R. MANLEY, to me known, who, being by me duly sworn, did depose and say that he resides in 73 Kingsbury Road, New Rochelle, New York 10804; that he is the President of PartMiner, Inc., the corporation described in and which executed the above instrument; and that he signed his name thereto by authority of the board of directors of said corporation.

SANDRA L. McGRATH
NOTARY PUBLIC, State of New York
No. 01MC4922887
Qualified in Nassau County
Commission Expires 3/14/06

Sandra L McGrath
Notary Public

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

On the 20th day of March, in the year 2003, before me personally came Teresa Knaus, to me known, who, being by me duly sworn, did depose and say that she resides in 28 Seaway Dr., Copiague Harbor NY; that she is the Assistant Vice President of The CIT Group/Business Credit, Inc., the corporation described in and which executed the above instrument; and that she signed her name thereto by authority of the board of directors of said corporation.

SANDRA L. McGRATH
NOTARY PUBLIC, State of New York
No. 01MC4922887
Qualified in Nassau County
Commission Expires 3/14/06

Sandra L McGrath
Notary Public

Schedule A to Trademark Security Agreement dated as of March 20, 2003

Between

PartMiner, Inc. and

The CIT Group/Business Credit, Inc.

<u>Name/Type of Mark</u>	<u>Applications/ Serial No./ Registration No.</u>	<u>Country</u>	<u>Filing Date or Registration Date</u>
Typed Drawing - Word Mark Goods and Services/Fast. Simple. Complete. Which part don't you get?	Regis. No. 2507672	U.S.	Regis. Date 11/13/2001
Typed Drawing - Word Mark Goods and Services/Free Trade Zone	Regis. No. 2510965	U.S.	Regis. Date 11/20/2001
Typed Drawing - PartMiner	Regis. No. 2268858	U.S.	Regis. Date 8/10/1999

SPECIAL POWER OF ATTORNEY

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


KNOW ALL MEN BY THESE PRESENTS, that PartMiner, Inc., a New York corporation, having an address at 80 Ruland Road, Melville, New York 11747 (“Debtor”), pursuant and subject to the terms and conditions contained in a Trademark Security Agreement (as amended, modified, restated or supplemented from time to time, the “Security Agreement”) , dated the date hereof (the “Security Agreement”), hereby appoints and constitutes The CIT Group/Business Credit, Inc., with an address at 1211 Avenue of the Americas, New York, New York 10036 (“Secured Party”), its true and lawful attorney, with full power of substitution, and with full power and authority to perform the following acts on behalf of Debtor:

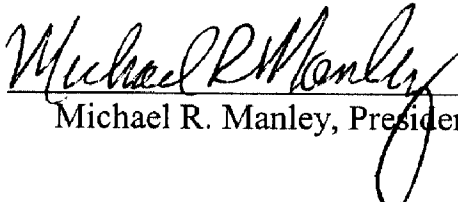
1. Assigning, selling or otherwise disposing of all right, title and interest of Debtor in and to all trademarks of the Debtor, including but not limited to those listed on Schedule A of the Security Agreement, and including those trademarks which are added to the same subsequent hereto, and all registrations and recordings thereof, and all pending applications therefor, and for the purpose of the recording, registering and filing of, or accomplishing any other formality with respect to, the foregoing, and to execute and deliver any and all agreements, documents, instruments of assignment or other writings necessary or advisable to effect such purpose;
2. To execute any and all documents, statements, certificates or other writings necessary or advisable in order to effect the purposes described above as Secured Party may in its sole discretion determine.

This power of attorney is made pursuant to the Security Agreement, dated the date hereof, between Debtor and Secured Party and may not be revoked until the payment in full of all Debtor’s obligations under the Security Agreement.

ATTEST:

PARTMINER, INC.



By: 

Michael R. Manley, President

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

On this 20th day of March, in the year 2003, before me personally came MICHAEL R. MANLEY, to me known, who, being by me duly sworn, did depose and say that he resides in 73 Kingsbury Road, New Rochelle, New York 10804; that he is the President of PartMiner, Inc., the corporation described in and which executed the above instrument; and that he signed his name thereto by authority of the board of directors of said corporation.



Notary Public

SANDRA L. McGRATH
NOTARY PUBLIC, State of New York
No. 01MC4922887
Qualified in Nassau County
Commission Expires 3/14/04