

Form PTO-1594
(Rev. 10/02)

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

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

Tab settings $\Rightarrow \Rightarrow \Rightarrow$

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

1. Name of conveying party(ies):

America II Group, Inc.

- Individual(s)
- General Partnership
- Corporation-State FL
- 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: December 30, 2003

2. Name and address of receiving party(ies)

Name: The CIT Group/Business Credit, Inc
Internal Address _____

Street Address: 900 Ashwood Parkway, #610
City: Atlanta State: GA Zip: 30338

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State New York
- Other _____

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

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

A. Trademark Application No.(s) _____

B. Trademark Registration No (s) 1990733

Additional number(s) attached Yes No

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

Name: Elizabeth Ann Morgan

Internal Address: Bank of America Plaza

Street Address: 600 Peachtree Street, NE

City: Atlanta State: GA Zip: 30308

6 Total number of applications and registrations involved.

1

7 Total fee (37 CFR 3.41) \$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

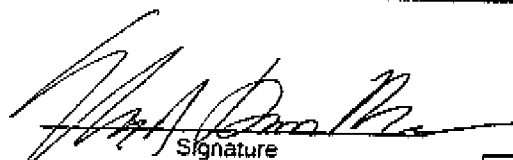
083436

DO NOT USE THIS SPACE

9. Signature.

Elizabeth Ann Morgan

Name of Person Signing


Signature

Jan 16 2004
Date

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

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

CH \$40.00 083436 1990733

Continuation of Item 1

Conveying Parties: America II Group, Inc. et. al.

America II Electronics, Inc.

Component Services & Logistics, Inc.

21st Century Electronics, Inc.

America II Limited Partnership

Florida Corporation

Florida Corporation

Florida Corporation

Delaware limited Partnership

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement"). effective as of December 30, 2003, among **AMERICA II ELECTRONICS, INC.**, a Florida corporation, **AMERICA II GROUP, INC.**, a Florida corporation, **COMPONENT SERVICES & LOGISTICS, INC.**, a Florida corporation, **21ST CENTURY ELECTRONICS, INC.**, a Florida corporation and **AMERICA II LIMITED PARTNERSHIP**, a Delaware limited partnership (each a "Grantor" and collectively, "Grantors"), in favor of **THE CIT GROUP/BUSINESS CREDIT, INC.**, a New York corporation ("Lender").

WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement, dated as of December 30, 2003, by and between Grantors, as Borrowers, certain Credit Parties party thereto, and Lender (including all annexes, exhibits or schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the "Loan Agreement"), Lender has agreed to make certain loans and other financial accommodations for the benefit of Grantors;

WHEREAS, pursuant to the Loan Agreement, each Grantor is required to execute and deliver to Lender, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Each Grantor hereby grants to Lender, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral");

(i) all trademarks, service marks and trade names (collectively, the "Trademarks") whether registered or unregistered and wherever registered (and any applications therefor) and trademark licenses (the "Trademark Licenses") to which it is a party including those referred to on Schedule 1 hereto;

(ii) all reissues, renewals, continuations or extensions of the foregoing,

(iii) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License, and

(iv) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (A) infringement or dilution

of any Trademark or Trademark licensed under any Trademark License or (B) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. RIGHTS AND REMEDIES

(i) The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Lender pursuant to the Loan Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.


(ii) Notwithstanding anything to the contrary herein or in any of the other Loan Documents, if any Default or Event of Default under the Loan Agreement or any other Loan Document shall have occurred, or if any Grantor fails to perform any agreement or to meet any of the obligations to the Lender hereunder, in addition to any and all other rights and remedies that Lender may have in the Loan Agreement, in any other Loan Document or at law, all of the right, title and interest of Grantors in and to the Trademark Collateral shall be automatically granted, assigned, conveyed and delivered to the Lender or its designee, and each Grantor hereby irrevocably constitutes and appoints Lender and any officer, agent or employee thereof, with full power of substitution, as its true and lawful attorney-in-fact, with full irrevocable power and authority in the place and stead of each Grantor and in the name of each Grantor or Lender's own name or the name of Lender's designee, all acts of said attorney being hereby ratified and confirmed, except to the extent any of the same constitute gross negligence or willful misconduct, such power being coupled with an interest is irrevocable, upon the occurrence of a Default or an Event of Default: (i) to complete, date, execute and file or cause to be filed the Assignment attached hereto as Exhibit A and incorporated hereby by reference (the "Assignment") in the United States Patent and Trademark Office and in all other applicable offices, and to execute and deliver any and all documents and instruments which may be necessary or desirable to accomplish the purpose of the Assignment; (ii) to collect proceeds from the Trademark Collateral (including, by way of example, license royalties and proceeds of infringement suits), (iii) to convey in any transaction authorized by the Loan Agreement, any Goods covered by the registrations listed on Schedule I to any purchaser thereof; and (iv) to make payment or discharge Taxes or Liens levied or placed upon or threatened against any Goods covered by the registrations listed on Schedule I, the legality or validity thereof and the amounts necessary to discharge the same to be determined by Lender, in its sole discretion, and such payments made by Lender to become the Obligations of each Grantor to Lender, due and payable immediately, without demand.

[SIGNATURE PAGE FOLLOWS]


IN WITNESS WHEREOF, Each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

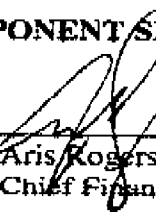
AMERICA II ELECTRONICS, INC.

By: 
Name: Aris Rogers
Title: Chief Financial Officer

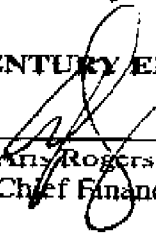
AMERICA II GROUP, INC., a Florida corporation

By: 
Name: Aris Rogers
Title: Chief Financial Officer

COMPONENT SERVICES & LOGISTICS, INC.

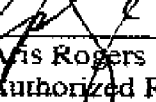
By: 
Name: Aris Rogers
Title: Chief Financial Officer

21ST CENTURY ELECTRONICS, INC.

By: 
Name: Aris Rogers
Title: Chief Financial Officer

AMERICA II LIMITED PARTNERSHIP

By: America II Group, Inc., a Delaware corporation, its General Partner

By: 
Name: Aris Rogers
Title: Authorized Representative

[SIGNATURES CONTINUE ON NEXT PAGE]

ACCEPTED AND ACKNOWLEDGED BY:
THE CIT GROUP/BUSINESS CREDIT,
INC.

as Lender

By: 

Name: Amy Burnstine

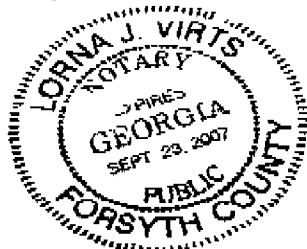
Title: Vice President

ACKNOWLEDGMENT OF GRANTOR:

STATE OF Georgia)
) ss.
COUNTY OF Fulton)

On this 30th day of December, 2003 before me personally appeared Aris Rogers, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of **AMERICA II ELECTRONICS, INC.**, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.


(seal) Notary Public



ACKNOWLEDGMENT OF GRANTOR:

STATE OF Georgia)
COUNTY OF Fulton) ss.

On this 30th day of December, 2003 before me personally appeared Aris Rogers, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of **AMERICA II GROUP, INC.**, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.



{seal} Notary Public



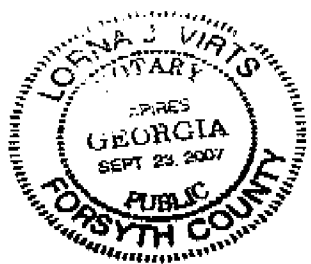
ACKNOWLEDGMENT OF GRANTOR:

STATE OF Georgia)
) ss.
COUNTY OF Fulton)

On this 30th day of December, 2003 before me personally appeared Aris Rogers, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of **COMPONENT SERVICES & LOGISTICS, INC.**, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.




{seal} Notary Public



ACKNOWLEDGMENT OF GRANTOR:

STATE OF Georgia)
) ss.
COUNTY OF Fulton)

On this 30th day of December, 2003 before me personally appeared Aris Rogers, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of 21ST CENTURY ELECTRONICS, INC., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.


{seal} Notary Public



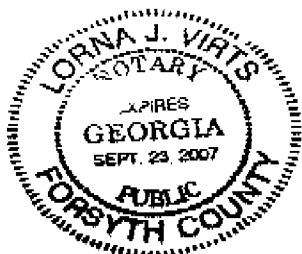
ACKNOWLEDGMENT OF GRANTOR:

STATE OF Georgia)
) ss.
COUNTY OF Fulton)

On this 30th day of December, 2003 before me personally appeared Aris Rogers, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of America II Group, Inc., a Delaware corporation, General Partner of **AMERICA II LIMITED PARTNERSHIP**, who being by me duly sworn did depose and say that he is an authorized representative of said General Partner of said limited partnership, that the said instrument was signed on behalf of said limited partnership as authorized by the sole director of said General Partner and that he acknowledged said instrument to be the free act and deed of said limited partnership.

Lorna J. Virts

(seal) Notary Public



SCHEDULE 1
To
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

NAME OF GRANTOR	REGISTRATION NUMBER	MARK	DATE
America II Group, Inc., a Florida corporation	1990733	"America II Electronics"	8/6/1996

TRADEMARK LICENSES