

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Hartford Computer Group, Inc.		12/17/2004	CORPORATION: ILLINOIS
Nexicore Services, LLC		12/17/2004	Limited Liability Company: FLORIDA

RECEIVING PARTY DATA

Name:	Delaware Street Capital Master Fund
Street Address:	900 North Michigan Street, Suite 1900
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60611
Entity Type:	LIMITED PARTNERSHIP: CAYMAN ISLANDS

PROPERTY NUMBERS Total: 24

Property Type	Number	Word Mark
Registration Number:	2767738	ARGOFLEX
Registration Number:	2504047	ARGUS
Registration Number:	2157457	ARGUS
Registration Number:	0701327	ARGUS
Registration Number:	0390487	ARGUS
Registration Number:	2598622	CINTAR
Registration Number:	2213049	
Registration Number:	2211193	FULL CYCLE
Registration Number:	2236684	HARTFORD COMPUTER GROUP
Registration Number:	1885914	JUST ONCE
Registration Number:	2810736	NEXICORE
Registration Number:	2705390	PHOTO PHAZER
Registration Number:	2214799	THE FULL CYCLE SOLUTION

CH \$615.00 2767738

Registration Number:	1332535	THE TOTAL COMPUTER COMPANY
Registration Number:	2204308	DRIVE EXCHANGE
Registration Number:	2234724	ENTERPRISE PRO
Registration Number:	2246389	EXTREMECPU
Registration Number:	2175504	EXTREMEDRIVE
Registration Number:	2216763	MEMORY NOW
Registration Number:	2222454	MEMORY TEASERS
Registration Number:	2320852	SERVICE PLUS
Registration Number:	2219244	SIMMPOSIUM
Registration Number:	2045429	VISIONTEK
Registration Number:	2222485	VOLTAGE

CORRESPONDENCE DATA

Fax Number: (917)777-2656
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Email: eziff@skadden.com
Correspondent Name: Elaine D. Ziff
Address Line 1: Four Times Square
Address Line 4: NY, NEW YORK 10036

NAME OF SUBMITTER:	Elaine D. Ziff
Signature:	/Elaine D. Ziff/
Date:	03/09/2005

Total Attachments: 12
source=hartford#page1.tif
source=hartford#page2.tif
source=hartford#page3.tif
source=hartford#page4.tif
source=hartford#page5.tif
source=hartford#page6.tif
source=hartford#page7.tif
source=hartford#page8.tif
source=hartford#page9.tif
source=hartford#page10.tif
source=hartford#page11.tif
source=hartford#page12.tif

**AMENDED AND RESTATED
TRADEMARK SECURITY AGREEMENT**

THIS AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (this "**Security Agreement**") made as of this 17th day of December, 2004, by HARTFORD COMPUTER GROUP, INC., an Illinois corporation ("**Grantor**") and NEXICORE SERVICES, LLC, a Florida limited liability company ("**NSL**" and together with Grantor, the "**Borrowers**"), as borrowers, in favor of DELAWARE STREET CAPITAL MASTER FUND, L.P., with an office at 900 North Michigan Street, Suite 1900, Chicago, Illinois 60611 ("**Lender**").

W I T N E S S E T H

WHEREAS, Borrowers and LaSalle Bank National Association ("**Original Lender**") entered into a Loan and Security Agreement dated as of February 3, 2004 (as amended, restated, supplemented or otherwise modified through the date hereof, the "**Original Loan Agreement**"), pursuant to which, among other things, Original Lender (i) agreed to make revolving loans to the Borrowers in an amount up to \$18,000,000 and (ii) was granted a lien in substantially all assets of the Borrowers;

WHEREAS, in connection with the Original Loan Agreement, Borrowers and Original Lender entered into a Trademark and Security Agreement dated as of February 3, 2004 (as amended, restated, supplemented or otherwise modified through the date hereof, the "**Original Trademark Security Agreement**");

WHEREAS, concurrently with the execution and delivery of this Security Agreement, Original Lender and Borrowers are entering into an Assignment and Assumption Agreement (the "**Assignment Agreement**") pursuant to which the Original Lender is assigning all of its rights and interests under the Original Loan Agreement and related documents, including among others, the Original Trademark Security Agreement, to Lender;

WHEREAS, concurrently with the execution and delivery of this Security Agreement, Lender and Borrowers are amending and restating the Original Loan Agreement (as further amended, supplemented or otherwise modified from time to time, the "**Loan Agreement**"), in order to, among other things (i) substitute Original Lender for Lender as the lender thereunder (as provided in the Assignment Agreement) and (ii) increase the total amount of the lender commitment to Borrowers to \$21,000,000;

WHEREAS, Borrowers entered into a certain loan and security agreement with MRR Venture LLC ("**MRR**") and ARG Investments ("**ARG**" and together with MRR, the "**Shareholder Lenders**") dated as of December 15, 2004 (as amended, amended and restated or otherwise modified from time to time, the "**Shareholder Loan Agreement**") pursuant to which the Shareholder Lenders made a loan to Borrowers in the total amount of \$2,000,000;

WHEREAS, concurrently with the execution and delivery of this Security Agreement, Borrowers are entering into an Intercreditor Agreement (the “**Intercreditor Agreement**”) with the Lender and the Shareholder Lenders pursuant to which (i) all the Borrowers' obligations under the Shareholder Loan Agreement are subordinate to the Borrower's obligations relating to Revolving Loans and Term A Loan (as defined in the Loan Agreement) and (ii) the liens securing the Borrowers' obligations under the Shareholder Loan Agreement will be equal in all respects to the liens securing the Term B Loan (as defined in the Loan Agreement);

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Borrowers and Lender agree to amend and restate the Original Trademark Security Agreement as follows:

1. Incorporation of Financing Agreements. The Financing Agreements and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.

2. Confirmation and Reaffirmation of Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Liabilities, Borrowers have granted to Lender, and hereby confirm and reaffirm their prior grant pursuant to the Original Trademark Security Agreement of, a continuing security interest in Borrowers' entire right, title and interest in and to all of their now owned or existing and hereafter acquired or arising trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, trade dress, logos, slogans, other business identifiers and any derivation of the foregoing, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications (other than “intent to use” applications until a verified statement of use is filed with respect to such applications) in connection therewith, including, without limitation, the trademarks and applications listed on Schedule A attached hereto and made a part hereof and the trademarks, and renewals thereof, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the “**Trademarks**”); all rights corresponding to any of the foregoing throughout the world and the goodwill of the Borrowers' business connected with the use of and symbolized by the Trademarks; provided, however, that the trademark registrations and applications listed on Schedule B attached hereto are subject to the security interest of Michael Eber, Assignee for the Benefit of Creditors of Visiontek, LLC (the “**Eber Security Interest**”), and will not be subject to the security interest of Lender until the Eber Security Interest is released; at the point of the release of the Eber Security Interest the trademark registrations and applications listed in Schedule B shall automatically become subject to a security interest of the Lender.

3. Warranties and Representations. Borrowers warrant and represent to Lender that:

(i) no Trademark has been adjudged invalid or unenforceable by a court of competent jurisdiction;

(ii) Grantor or NSL, as applicable, is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each Trademark, free and clear of any liens, charges and encumbrances, including without limitation, shop rights and covenants by Borrowers not to sue third persons, except for any security interest specified on Schedule A;

(iii) To the best of Grantor and NSL's knowledge and belief, no settlement or consents, covenants not to sue, non-assertion assurances, or releases have been entered into by Borrowers or to which Borrowers are bound that adversely effect Borrowers' rights to own or use any Trademarks;

(iv) To the best of Grantor and NSL's knowledge and belief, Borrowers have no notice of any suits or actions commenced or threatened with reference to any Trademark which could have a Material Adverse Effect; and

(v) Borrowers have the unqualified right to execute and deliver this Security Agreement and perform its terms.

4. Restrictions on Future Agreements. Borrowers agree that until Borrowers' Liabilities shall have been satisfied in full and the Financing Agreements shall have been terminated, Borrowers shall not, without the prior written consent of Lender, sell or assign their interest in any Trademark or enter into any other agreement with respect to any Trademark which would affect the validity or enforcement of the Trademark or the rights transferred to Lender under this Security Agreement.

5. New Trademarks. Borrowers represent and warrant that the Trademarks listed on Schedule A and Schedule B constitute all of the U.S., state and foreign registered Trademarks, and U.S., state and foreign applications for registration of Trademarks (other than "intent to use" applications until a verified statement of use is filed with respect to such applications) now owned by Borrowers. If, before Borrowers' Liabilities shall have been satisfied in full or before the Financing Agreements have been terminated, Borrowers shall (i) become aware of any existing Trademarks of which Borrowers have not previously informed Lender, or (ii) become entitled to the benefit of any Trademarks, which benefit is not in existence on the date hereof, the provisions of this Security Agreement shall automatically apply thereto and Borrowers shall give to Lender prompt written notice thereof. Borrowers hereby authorize Lender to modify this Security Agreement by amending Schedule A and Schedule B to include any such Trademarks.

6. Term. The term of this Security Agreement shall extend until the payment in full of Borrowers' Liabilities and the termination of the Financing Agreements. Borrowers agree that upon the occurrence of an Event of Default, the use

by Lender of all Trademarks shall be without any liability for royalties or other related charges from Lender to Borrowers.

7. Product Quality. Borrowers agree to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with commercially reasonable business practices. Upon the occurrence of an Event of Default, Borrowers agree that Lender, or a conservator appointed by Lender, shall have the right to establish such additional product quality controls as Lender, or said conservator, in its reasonable judgment, may deem necessary to assure maintenance of the quality of products sold by Borrowers under the Trademarks.

8. Release of Security Agreement. This Security Agreement is made for collateral purposes only. Upon payment in full of Borrowers' Liabilities and termination of the Financing Agreements, Lender shall take such actions as may be necessary or proper to terminate the security interests created hereby and pursuant to the Financing Agreements.

9. Expenses. All expenses incurred in connection with the performance of any of the agreements set forth herein shall be borne by Borrowers. All fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses, incurred by Lender in connection with the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or otherwise in 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 by and paid by Borrowers and until paid shall constitute Liabilities.

10. Duties of Borrowers. Borrowers shall have the duty (i) to file and prosecute diligently any Trademark applications pending as of the date hereof or hereafter, (ii) to preserve and maintain all rights in the Trademarks, and (iii) to ensure that the Trademarks are and remain enforceable; provided, however, that the Borrowers shall not have such obligations with respect to any Trademark that the Borrowers determine in good faith is not necessary or desirable for the conduct of Borrowers' business. Any expenses incurred in connection with Borrowers' Liabilities under this Section 10 shall be borne by Borrowers.

11. Lender's Right to Sue. After an Event of Default, Lender shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks and, if Lender shall commence any such suit, Borrowers shall, at the request of Lender, do any and all lawful acts and execute any and all proper documents required by Lender in aid of such enforcement and Borrowers shall promptly, upon demand, reimburse and indemnify Lender for all costs and expenses incurred by Lender in the exercise of its rights under this Section 11.

12. Waivers. No course of dealing between Borrowers and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under the Financing Agreements 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.

13. Severability. The provisions of this Security 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 Security Agreement in any jurisdiction.

14. Modification. This Security Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

15. Cumulative Remedies; Power of Attorney; Effect on Financing Agreements. All of Lender's rights and remedies with respect to the Trademarks, whether established hereby or by the Financing Agreements, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Borrowers hereby authorize Lender upon the occurrence of an Event of Default, to make, constitute and appoint any officer or agent of Lender as Lender may select, in its sole discretion, as Borrowers' true and lawful attorney-in-fact, with power to (i) endorse Borrowers' name on all applications, documents, papers and instruments necessary or desirable for Lender in the use of the Trademarks or (ii) take any other actions with respect to the Trademarks as Lender deems to be in the best interest of Lender, or (iii) grant or issue any exclusive or non-exclusive license under the Trademarks to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone. Borrowers hereby ratify all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until Borrowers' Liabilities shall have been paid in full and the Financing Agreements have been terminated. Borrowers acknowledge and agree that this Security Agreement is not intended to limit or restrict in any way the rights and remedies of Lender under the Financing Agreements but rather is intended to facilitate the exercise of such rights and remedies. Lender shall have, in addition to all other rights and remedies given it by the terms of this Security Agreement and the Financing Agreements, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in Illinois.

16. Binding Effect; Benefits. This Security Agreement shall be binding upon Borrowers and their respective successors and assigns, and shall inure to the benefit of Lender, its successors, nominees and assigns.

17. Governing Law. This Security Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and applicable federal law.

18. Headings. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede.

19. Further Assurances. Borrowers agree to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Lender shall reasonably request from time to time in order to carry out the purpose of this Security Agreement and agreements set forth herein.

20. Survival of Representations. All representations and warranties of Borrowers contained in this Security Agreement shall survive the execution and delivery of this Security Agreement and shall be remade on the date of each borrowing under the Financing Agreements.

IN WITNESS WHEREOF, Borrowers have duly executed this Security Agreement as of the date first written above.

HARTFORD COMPUTER GROUP, INC.

By Anthony R. Grappia
Its CEO

NEXICORE SERVICES, LLC

By Anthony R. Grappia
Its MANAGER

Agreed and Accepted
As of the Date First Written Above

DELAWARE STREET CAPITAL MASTER FUND, L.P.

By _____
Its _____

IN WITNESS WHEREOF, Borrowers have duly executed this Security Agreement as of the date first written above.

HARTFORD COMPUTER GROUP, INC.

By _____
Its _____

NEXICORE SERVICES, LLC

By _____
Its _____

Agreed and Accepted
As of the Date First Written Above

DELAWARE STREET CAPITAL MASTER FUND, L.P.

By P. Gupta
Its _____

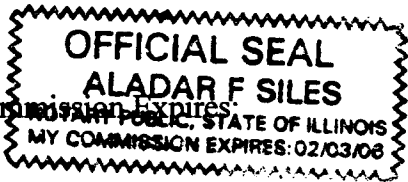
Prashant Gupta
CFO, DSC Advisors, L.P.
as Investment Manager to
Delaware Street Capital Master Fund, L.P.

STATE OF Illinois

COUNTY OF Cook

I, Aladar F. Siles, a Notary Public of the County and State aforesaid, certify that Anthony R. Graffia, personally came before me this day and acknowledged that (s)he is the CEO of HARTFORD COMPUTER GROUP, INC., an Illinois corporation and that by authority duly given and as the act of the corporation, the foregoing instrument was signed by him/her in its name.

WITNESS my hand and official stamp or seal, this 14 day of December, 2004.



My Commission Expires

[Signature]
Notary Public

(Notary Seal)

STATE OF Ill

COUNTY OF Cook

I, Aladar F. Siles, a Notary Public of the County and State aforesaid, certify that Anthony R. Graffia, personally came before me this day and acknowledged that (s)he is the Manager of Nexicore Services, LLC, a Florida limited liability company and that by authority duly given and as the act of the corporation, the foregoing instrument was signed by him/her in its name.

WITNESS my hand and official stamp or seal, this 14 day of December, 2004.



My Commission Expires

[Signature]
Notary Public

(Notary Seal)

SCHEDULE A

Country	Mark	Reg. No. (App. No.)	Reg. Date (App. Date)	Record Owner
United States	ARGOFLEX	2,767,738	9/23/2003	Argus Industries, Inc. (Illinois corp.); Security interest by Hartford Computer Group, Inc. to LaSalle Bank NA dated 2/3/04 ("LaSalle Interest")
United States	ARGUS	2,504,047	11/6/2001	Argus Industries, Inc. (Illinois corp.); LaSalle Interest
United States	ARGUS	2,157,457	5/12/1998	Argus Industries, Inc. (Illinois corp.); LaSalle Interest
United States	ARGUS	701,327	7/19/1960	Argus Industries, Inc. (Illinois corp.); LaSalle Interest
United States	ARGUS (Stylized Letters)	390,487	9/23/1941	Argus Industries, Inc. (Illinois corp.); LaSalle Interest
United States	CINTAR	2,598,622	7/23/2002	Argus Industries, Inc. (Illinois corp.); LaSalle Interest
United States	Design Only	2,213,049	12/22/1998	Hartford Computer Group, Inc. (Illinois corp.)
United States	FULL CYCLE	2,211,193	12/15/1998	Hartford Computer Group, Inc. (Illinois corp.)
United States	HARTFORD COMPUTER GROUP	2,236,684	4/6/1999	Hartford Computer Group, Inc. (Illinois corp.)
United States	JUST ONCE	1,885,914	3/28/1995	Argus Industries, Inc. (Illinois corp.); LaSalle Interest
United States	NEXICORE	2,810,736	2/3/2004	Nexicore Services, LLC (Florida LLC)
United States	PHOTO PHAZER	2,705,390	4/8/2003	Argus Industries, Inc. (Illinois corp.); LaSalle Interest
United States	THE FULL CYCLE SOLUTION	2,214,799	12/29/1998	Hartford Computer Group, Inc. (Illinois corp.)
United States	THE TOTAL COMPUTER COMPANY	1,332,535	4/23/1985	Hartford Computer Group, Inc. (Illinois corp.)
Canada	ARGUS	(1167,427)	(2/10/2003)	Argus Industries, Inc.
Canada	CINTAR	(1142,142)	(5/29/2002)	Argus Industries, Inc.
Canada	ARGOFLEX	(1142,141)	(5/29/2002)	Argus Industries, Inc.
Argentina	ARGUS	(624804)	(12/18/2001)	Not disclosed
Brazil	ARGUS	(823816273)	(8/31/2001)	Argus Industries, Inc.
Chile	ARGUS	(637410)	(7/25/2002)	Argus Industries, Inc.
Colombia	ARGUS	252,732	N/A	N/A
European Community (CTM)	ARGUS	1310903	1/30/2002	Argus Industries, Inc.
France	ARGUS	96 642723	(9/19/1996)	Argus Industries, Inc.
United Kingdom	ARGUS	2110366	9/8/2000	Argus Industries, Inc.

Country	Mark	Reg. No. (App. No.)	Reg. Date (App. Date)	Record Owner
China	ARGUS	(200000557 38)	(4/26/2000)	Not provided
Taiwan	ARGUS	01012811	N/A	Not provided
Singapore	ARGUS	T7878648A	2/14/2000	Concord Camera Corp.
New Zealand	ARGUS	624604	5/13/2002	Argus Industries, Inc.
Israel	ARGUS	70664	(10/20/1988)	Optex Corporation.

SCHEDULE B

Country	Mark	Reg. No. (App. No.)	Reg. Date (App. Date)	Record Owner
United States	DRIVE EXCHANGE	2,204,308	11/17/1998	Visiontek, LLC; LaSalle Interest; security interest by Hartford Computer Group, Inc. to Eber, Michael (Iontek, LLC) ("Eber Interest")
United States	ENTERPRISE PRO	2,234,724	3/23/1999	Visiontek, LLC; LaSalle Interest; Eber Interest.
United States	EXTREMECPU	2,246,389	5/18/1999	Visiontek, LLC; LaSalle Interest; Eber Interest.
United States	EXTREMEDRI VE	2,175,504	7/21/1998	Visiontek, LLC; LaSalle Interest; Eber Interest.
United States	MEMORY NOW	2,216,763	1/5/1999	Visiontek, LLC; LaSalle Interest; Eber Interest.
United States	MEMORY TEASERS	2,222,454	2/9/1999	Visiontek, LLC; LaSalle Interest; Eber Interest.
United States	SERVICE PLUS	2,320,852	2/22/2000	Visiontek, LLC; LaSalle Interest; Eber Interest.
United States	SIMMPOSIUM	2,219,244	1/19/1999	Visiontek, LLC; LaSalle Interest; Eber Interest.
United States	VISIONTEK (Stylized Letters)	2,045,429	3/18/1997	Visiontek, LLC; LaSalle Interest; Eber Interest.
United States	VOLTAGE	2,222,485	2/9/1999	Visiontek, LLC; LaSalle Interest; Eber Interest.