

11-18-2004

11/09/04

REC



T. 102884159

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

MINCRON SBC CORPORATION

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

Citizenship (see guidelines) NEW YORK

Execution Date(s) Effective August 31, 2001

Additional names of conveying parties attached? Yes No

3. Nature of conveyance:

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: COMPASS BANK

Internal Address: _____

Street Address: P.O. BOX 4444

City: HOUSTON

State: TEXAS

Country: USA Zip: 77210

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other BANK

Citizenship ALABAMA

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

SEE SCHEDULE II ATTACHED

B. Trademark Registration No.(s)

SEE SCHEDULE II ATTACHED

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: BRENDA D. GARROT, PARALEGAL

Internal Address: _____

c/o GARDERE WYNNE SEWELL LLP

Street Address: 1000 LOUISIANA
SUITE 3400

City: HOUSTON

State: TEXAS Zip: 77002

Phone Number: 713-276-5407

Fax Number: 713-276-6407

Email Address: BGARROT@GARDERE.COM

6. Total number of applications and registrations involved:

42

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 1,065.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature: Brenda D. Garrot

Signature

NOVEMBER 5, 2004

Date

BRENDA D. GARROT, PARALEGAL

Name of Person Signing

Total number of pages including cover sheets, and document: 23

Documents to be recorded (Including cover
Mail Stop Assignment Recordation Services, Dire



or mailed to:
Idria, VA 22313-1450

11-09-2004

U.S. Patent & TMO/TM Mail Rcpt Dt. #74

TRADEMARK
REEL: 003080 FRAME: 0050

11/17/2004
40.00 OP
1025.00 OP
02 FOR 8921

SCHEDULE II

TRADEMARKS

A. TRADEMARK/SERVICEMARK APPLICATIONS

<u>Mark</u>	<u>Type</u>	<u>Application Number</u>	<u>Application Date</u>
1. MSS/HD	Goods Computer Software and Documentation for Wholesale Supply House Enterprise Management	75/727,323	6/11/99
2. Hardgoods Distribution	Goods Computer Software and Documentation for Wholesale Supply House Enterprise Management	75/727,322	6/11/99
3. MSS/WM	Goods Computer Software and Documentation for Managing Inventory, Logistics Functions and Resources	75/727,321	6/11/99
4. Warehouse Manager	Goods Computer Software and Documentation for Managing Inventory, Logistics Functions and Resources	75/727,320	6/11/99
5. MSS/RC	Goods Computer Software and Documentation for Inventory Management and Order Entry Processing	75/727,319	6/11/99
6. Remote Commerce	Goods Computer Software Documentation for Inventory Management and Order Entry Processing	75/727,318	6/11/99
7. MSS/WC	Goods Computer Software and Documentation for Locating, Pricing and Ordering Merchandise via the Internet or Intranet Directly from the Supplier	75/727,317	6/11/99
8. Web Commerce	Goods Computer Software and Documentation for Locating, Pricing and Ordering Merchandise via the Internet or Intranet Directly from the Supplier	75/727,316	6/11/99
9. MSS/WO	Goods Computer Software and Documentation for Management of Fabrication Process, Inventory and Billing	75/727,315	6/11/99
10. Work Orders	Goods Computer Software and Documentation for Management of Fabrication Process, Inventory and Billing	75/726,962	6/11/99
11. MSS/DM	Goods Computer Software and Documentation for Decision Support Tool which Extracts Data Base Information and Presents Results in Cable and/or Graphical Form	75/726,963	6/11/99
12. Data Miner	Goods Computer Software and Documentation for Decision Support Tool which Extracts Data Base Information and Presents Results in Cable and/or Graphical Form	75/726,964	6/11/99

HOUSTON 560898v3

<u>Mark</u>	<u>Type</u>	<u>Application Number</u>	<u>Application Date</u>
13. MSS/TT	Goods Computer Software and Documentation for Customer Support Call and Project Resolution Management	75/726,965	6/11/99
14. Task Tracker	Goods Computer Software and Documentation for Customer Support Call and Project Resolution Management	75/726,966	6/11/99
15. MSS/UT	Goods Computer Software and Documentation Designed to Enhance Programmer Productivity by Providing a Wide Variety of Options to Assist in Product Development, Documentation, System Testing and Product Roll-Out	75/726,967	6/11/99
16. Utility Toolbox	Goods Computer Software and Documentation Designed to Enhance Programmer Productivity by Providing a Wide Variety of Options to Assist in Product Development, Documentation, System Testing and Product Roll-Out	75/726,968	6/11/99
17. MSS/EI	Goods Computer Software and Documentation for Application Software Mapping to E-Commerce Translation Software Linking Trading Partners	75/726,970	6/11/99
18. EDI Interface	Goods Computer Software and Documentation for Application Software Mapping to E-Commerce Translation Software Linking Trading Partners	75/726,969	6/11/99
19. Diamond View	Goods Computer Software for Formatting Periodic News, Educational and Support Information, Schedules and Company-Specific Information	75/726,971	6/11/99
20. Net Support	Services Providing Software Service and Maintenance to Customers, including, but not limited to, Providing Program Updates, Educational Information, Correspondence Center and Suggestion Intake	75/726,972	6/11/99
21. Mincron	Services Providing Software, Hardware, Services and Technical Support in the Area of Wholesale Distribution and Warehousing Logistics	75/727,313	6/11/99
22. Mincron Software Systems	Goods Software, Hardware, Services and Technical Support in the area of Wholesale Distribution and Warehousing Logistics	75/727,312	6/11/99
23. Success Through Software	Goods Periodic News, Educational and Support Information	75/727,324	6/11/99
24. MAXimizer	Goods Computer Software Utilization Evaluation and Report Relating to Customer Use of Software Products	75/726,973	6/11/99
25. Design (Green Diamond)	Goods Providing Software, Hardware, Services and Technical Support in the Area of Wholesale Distribution and Warehousing Logistics	75/727,314	6/11/99

HOUSTON 560898v3

<u>Mark</u>	<u>Type</u>	<u>Application Number</u>	<u>Application Date</u>
26. Hardgoods Distribution	Trademark application filed. S.N. 76/377,250, Filed March 1, 2002. Current Status: Final review prior to publication has been completed, application will be published for opposition.	2,478,696	8/14/01
27. MAXimizer		2,643,341	10/29/02
28. Mincron		2,499,451	10/23/01
29. Mincron Green Diamond (logo)		2,408,087	11/28/2000
30. Mincron Software Systems		2,499,450	10/23/01
31. MSS/DM		2,460,281	6/12/01
32. MSS/EI		2,525,701	1/1/02
33. MSS/HD		2,468,342	7/10/01
34. MSS/RC		2,556,626	4/2/02
35. MSS/UT		2,468,340	7/10/01
36. MSS/WC		2,456,157	5/29/01
37. MSS/WM		2,556,627	4/2/02
38. MSS/WO		2,468,341	7/10/01
39. Remote Commerce		2,466,428	7/3/01
40. Success Through Software		2,588,971	7/2/02
41. Web Commerce		2,554,195	3/26/02
42. Work Orders		2,481,006	8/21/01

RESTATED SECURITY AGREEMENT

THIS RESTATED SECURITY AGREEMENT is executed this 27th day of November, 2002, to be effective as of the 31st day of August, 2001, by MINCRON SBC CORPORATION, a New York corporation ("Debtor"), whose address is 333 N. Sam Houston, Suite 1100, Houston, Texas 77060, in favor of COMPASS BANK, an Alabama state chartered bank ("Secured Party"), whose address is P.O. Box 4444, Houston, Texas 77210-4444.

WITNESSETH:

WHEREAS, pursuant to the Loan Agreement (as may be modified, supplemented, restated, and amended from time to time, the "Loan Agreement") dated of even date herewith, by and between Secured Party and Debtor, Secured Party has agreed to make available to Debtor (a) a revolving line of credit evidenced by a Promissory Note (as may be modified, renewed, extended, increased, restated, and rearranged, the "Revolving Note") dated August 31, 2001, in the face amount of \$325,000.00; and (b) a term loan dated August 31, 2001, evidenced by a Promissory Note in the principal amount of \$500,000.00 (as may be modified, renewed, extended and increased, the "Term Note"; collectively with the Term Note, the "Notes"); and

WHEREAS, Secured Party has conditioned its funding of loans under the Notes upon, among other things, the execution and delivery by Debtor of this Security Agreement, and Debtor has agreed to enter into this Security Agreement.

NOW, THEREFORE, for and in consideration of the premises and the agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby agrees with Secured Party as follows:

ARTICLE 1 - GENERAL TERMS

Section 1.1 Terms Defined Above. As used in this Security Agreement, the terms "Loan Agreement," "Debtor," "Secured Party," and "Notes" shall have the respective meanings indicated above.

Section 1.2 Certain Definitions. As used in this Security Agreement, the following terms shall have the following meanings unless the context otherwise requires:

"Accounts" shall mean all accounts under and as defined in the UCC, including, without limitation, all accounts receivable, health care insurance receivables, book debts, notes, drafts, instruments,

documents, acceptances, and other forms of obligations now owned or hereafter received or acquired by or belonging or owing to the Debtor (including, without limitation, under any trade names, styles, or divisions thereof), whether arising from the sale or lease of goods or the rendition of services or any other transaction (including, without limitation, any such obligation which might be characterized as an account, general intangible, other than contract rights under contracts containing prohibitions against assignment of or the granting of a security interest in the rights of a party thereunder, or chattel paper under the Uniform Commercial Code in effect in any jurisdiction), and all rights of the Debtor in, to, and under all purchase orders now owned or hereafter received or acquired by it for goods or services, and all rights of the Debtor to any goods the sale or lease of which gave rise to any of the foregoing (including, without limitation, returned or repossessed goods and rights of unpaid sellers), and all moneys due or to become due to the Debtor under all contracts for the sale or lease of goods or the performance of services (whether or not earned by performance) or in connection with any other transaction, now in existence or hereafter arising, including, without limitation, all collateral security and guarantees of any kind given by any Person with respect to any of the foregoing and proceeds of all indemnity agreements benefiting Debtor.

"Chattel Paper" shall mean all chattel paper (as such term is defined in the UCC) of Debtor, including, without limitation, equipment leases and conditional sales agreements.

"Collateral" shall have the meaning set forth in Section 2.1 hereof.

"Deposit Accounts" shall mean all deposit accounts (as such term is defined in the UCC) of Debtor.

"Documents" shall mean all documents (as such term is defined in the UCC) of Debtor, including, without limitation, documents of title, warehouse receipts, and bills of lading.

"Equipment" shall mean all (a) goods classified as "equipment," in Section 9.109(2) of the UCC, (b) vehicles, and (c) rolling stock, now owned or hereafter acquired and wherever located, together with all accessions, improvements, attachments, and other additions thereto and substitutes and replacements therefor, and all tools, parts, and appurtenances now or at any time hereafter used in connection therewith.

“Event of Default” shall have the meaning assigned to such term in the Loan Agreement.

“General Intangibles” shall mean all general intangibles (as such term is defined in the UCC) of Debtor, including, without limitation, rights to the payment of money, payment intangibles, trademarks (including, without limitation, the trademarks and service marks listed on Schedule II attached hereto, and all common law rights as may exist from the use of any such marks in commerce), copyrights (including without limitation, the copyrights listed on Schedule I attached hereto), patents, contracts, licenses, and franchises (excluding contracts, licenses, and franchises which prohibit the assignment or grant of a security interest by Debtor), limited and general partnership interests and joint venture interests, federal income tax refunds, trade names, internet domain names, distributions on certificated securities and uncertificated securities, computer programs and other computer software, inventions, designs, trade secrets, goodwill, proprietary rights, customer lists, supplier contracts, sale orders, correspondence, advertising materials, payments due in connection with any requisition, confiscation, condemnation, seizure or forfeiture of any property, reversionary interests in pension and profit-sharing plans, and reversionary, beneficial, and residual interests in trusts, credits with and other claims against any person, together with any collateral for any of the foregoing and the rights under any security agreement granting a security interest in such collateral.

“Instruments” shall mean all instruments (as such term is defined in the UCC) of Debtor, including, without limitation, promissory notes.

“Inventory” shall mean all of Debtor’s inventory (as that term is defined in the UCC), whether now owned or hereafter acquired and wherever located, including but not limited to, all goods intended for sale or lease by Debtor, or for display or demonstration; all work in process; all raw materials and other materials and supplies of every nature and description used or which might be used in connection with the manufacture, printing, packing, shipping, advertising, selling, leasing or furnishing of such goods or otherwise used or consumed in Debtor’s business; and all documents evidencing and general intangibles relating to any of the foregoing.

“Permitted Lien” shall have the meaning assigned to that term in the Loan Agreement.

"Related Rights" shall mean all Chattel Paper, Documents, and/or Instruments relating to the Accounts, Inventory, Equipment, General Intangibles, and Deposit Accounts, and all rights now or hereafter existing in and to all security agreements, leases, and other contracts securing or otherwise relating to the Accounts, Inventory, Equipment, General Intangibles, Deposit Accounts, or any such Chattel Papers, Documents, General Intangibles, and/or Instruments.

"Security Agreement" shall mean this Security Agreement, as the same may be amended, modified, restated, or supplemented from time to time.

"Supporting Obligations" shall have the meaning set forth in the UCC.

"Transfer" shall have the meaning set forth in Section 4.1.

"UCC" shall mean the Uniform Commercial Code in effect from time to time in the State of Texas.

Section 1.3 Terms Defined in UCC. All terms used herein which are defined in the UCC shall have the same meaning herein unless the context otherwise requires.

ARTICLE 2 - SECURITY INTEREST

Section 2.1 Grant of Security Interest. Debtor hereby pledges, assigns, conveys, transfers, and grants to Secured Party a security interest in, general lien upon, and right of set-off against the following described personal property of Debtor, whether now owned or existing or hereafter acquired or arising and wherever located (the **"Collateral"**):

(a) all of Debtor's Accounts, General Intangibles, Deposit Accounts, Equipment, Inventory, and all Related Rights; and

(b) all Supporting Obligations and proceeds, cash proceeds, cash equivalents, products, replacements, additions and improvements to, substitutions for, and accessions of any and all property described in Subsection (a) of this Section 2.1.

Section 2.2 Obligations Secured. The security interest in, general lien upon, and right of set-off against the Collateral is granted to secure the performance of all obligations, whether now existing or hereafter arising, under or in connection with (a) the Notes, (b) all Interest Hedge Agreements and other Obligations (as such terms are defined in the Loan Agreement), (c) the obligations of Debtor under

this Security Agreement, and (d) any of the foregoing that arises after the filing of a petition by or against Debtor under the Bankruptcy Code, even if the Obligations do not accrue because of the automatic stay under Bankruptcy Code §362 or otherwise (clauses (a), (b), (c), and (d), collectively, the "Secured Obligations").

ARTICLE 3 - REPRESENTATIONS AND WARRANTIES

Section 3.1 Representations and Warranties. In order to induce Secured Party to accept this Security Agreement, Debtor hereby confirms each representation and warranty made by it in Section 4.1 of the Loan Agreement and further represents and warrants to Secured Party (which representations and warranties will survive the execution of this Security Agreement) that this Security Agreement creates a valid and binding security interest in the Collateral securing the Secured Obligations. No further or subsequent filing, recording, registration, or other public notice is necessary in any office or jurisdiction in order to perfect or to continue, preserve or protect such security interest except for continuation statements. The execution and delivery of this Security Agreement has benefited Debtor directly and indirectly, and has not rendered Debtor insolvent or so undercapitalized that it is unable to pay its debts as they become due.

ARTICLE 4 - COVENANTS AND AGREEMENTS

Debtor will at all times comply with the covenants contained in this Article IV from the date hereof and for so long as any part of the Secured Obligations is outstanding.

Section 4.1 Title; Prohibited Liens and Filings. Debtor agrees to protect the title to the Collateral and to defend the same against all claims and demands of all persons or entities claiming any interest therein adverse to Secured Party. Debtor will not pledge, mortgage, encumber, create, or suffer a lien to exist on any of the Collateral, or, except in the ordinary course of Debtor's business, sell, assign, lend, rent, lease, or otherwise transfer or dispose of (collectively called "Transfer") any of the Collateral to or in favor of any person or entity other than Secured Party or in connection with any Permitted Lien. Debtor will not file or execute or permit to be filed or recorded any financing statement or other security instrument with respect to the Collateral other than in favor of Secured Party or in connection with a Permitted Lien.

Section 4.2 Possession of Collateral. Secured Party shall be deemed to have possession of any of the Collateral in transit to it or set apart for it. Otherwise the Collateral shall remain in Debtor's constructive possession and control at all times, at Debtor's risk of loss, and shall be kept at the locations represented in the Loan Agreement or as otherwise disclosed to Secured Party in accordance with the terms of the Loan Agreement.

Section 4.3 Filings by Secured Party Authorized. Debtor hereby authorizes Secured Party to file financing statements, without the signature of Debtor, describing the Collateral or any other property of Debtor.

Section 4.4 Filing Reproductions. At the option of Secured Party, a photocopy or other reproduction of this Security Agreement or of a financing statement covering the Collateral shall be sufficient and may be filed as a financing statement.

Section 4.5 Delivery of Information. Debtor will promptly transmit to Secured Party all information that Debtor may have or receive with respect to the Collateral which might in any way materially affect the value of the Collateral or Secured Party's rights or remedies with respect thereto.

Section 4.6 Financing Statement Filings; Notifications. Debtor recognizes that financing statements pertaining to the Collateral have been or will be filed with the office of the Secretary of State of the State of Texas (as a result of Debtor being organized in Texas and Debtor's collateral being in Texas). Debtor will promptly notify Secured Party of any condition or event that may change the proper location for the filing of any financing statements or other public notice or recordings for the purpose of perfecting a security interest in the Collateral. Without limiting the generality of the foregoing, Debtor will: (a) notify Secured Party within a reasonable period of time in advance of any change to a jurisdiction other than as represented in the Loan Agreement, in the location of Debtor's state of organization or place of business, and (b) promptly notify Secured Party of any change in Debtor's name. In any notice furnished pursuant to this Section, Debtor will expressly state that the notice is required by this Security Agreement and contains facts that will or may require additional filings of financing statements or other notices for the purpose of continuing perfection of Secured Party's security interest in the Collateral.

Section 4.7 Control. Debtor will cooperate with Secured Party in obtaining control, for purposes of the UCC, with respect to all Deposit Accounts and other applicable Collateral.

Section 4.8 Limitations on Obligations Concerning Maintenance of Collateral. Debtor agrees that Debtor has the risk of loss with respect to the Collateral, and the Secured Party has no duty to collect any income accruing on the Collateral or to preserve any rights relating to the Collateral.

Section 4.9 No Disposition of Collateral. Secured Party does not authorize, and Debtor agrees not to (except in the ordinary course of business):

- (a) Make any sales or leases of the Collateral;

- (b) License any of the Collateral; and
- (c) Grant any other security interest in any of the Collateral.

ARTICLE 5 - RIGHTS, REMEDIES AND DEFAULT

Section 5.1 Rights and Remedies With Respect to Collateral. Upon the happening and during the continuance of any Event of Default, Secured Party is hereby fully authorized and empowered (without the necessity of any further consent or authorization from Debtor) and the right is expressly granted to Secured Party, and during the continuance of any such Event of Default, Debtor hereby appoints and makes Secured Party as Debtor's true and lawful attorney-in-fact and agent for Debtor and in Debtor's name, place, and stead with full power of substitution, in Secured Party's name or Debtor's name or otherwise, for Secured Party's use and benefit, but at Debtor's cost and expense, to exercise all or any of the following powers at any time with respect to all or any of the Collateral: (a) notify account debtors or the obligors on the Related Rights to make and deliver payment and/or provide performance directly to Secured Party; (b) demand, sue for, collect, receive, and give acquittance for any and all moneys due or to become due by virtue of the Collateral, and otherwise deal with proceeds; (c) receive, take, endorse, assign and deliver any and all checks, notes, drafts, documents and other negotiable and non-negotiable instruments and chattel paper and Related Rights taken or received by Secured Party in connection therewith; (d) settle, compromise, compound, prosecute or defend any action or proceeding with respect thereto; (e) deal in or with the Collateral as fully and effectively as if Secured Party were the absolute owner thereof; and (f) extend or alter the time or manner of payment or performance of any or all thereof, grant waivers and make any allowance or other adjustment with reference thereto; provided, however, Secured Party shall be under no obligation or duty to exercise any of the powers hereby conferred upon it and shall be without liability for any act or failure to act in connection with the collection of, or the preservation of any rights under or the depreciation in value of, any Collateral. Debtor hereby irrevocably authorizes and directs each person or entity who shall be a party to or liable for the performance or payment of any of the Related Rights, upon receipt of written notice from Secured Party to pay or otherwise perform or accept performance of the obligations under the Related Rights to, with or for Secured Party directly, and to continue to do so until otherwise notified by Secured Party. Each such person or entity shall have no duty to inquire or investigate as to whether an Event of Default shall have actually occurred or whether this Security Agreement shall have terminated, and no such person or entity shall be liable to Debtor or its successors or assigns for acting in reliance on Secured Party's notification as provided in this Section.

Section 5.2 Additional Default Remedies. Without limiting any of the above powers, to the extent permitted by applicable law, Secured Party may, upon the happening and during the continuance of any Event of Default, apply, set-off, collect, sell in one or more sales, lease, or otherwise Transfer any or all of the Collateral, in its then condition or following any commercially reasonable preparation or processing, in such order as Secured Party may elect, and any such sale may be made either at public or private sale at its place of business or elsewhere, or at any brokers' board or securities exchange, either for cash or upon credit or for future delivery, at such price as Secured Party may reasonably deem fair, and Secured Party may be the purchaser of any or all of the Collateral so sold (whether by crediting some or all of the Secured Obligations, or otherwise) and may hold the same thereafter in its own right, free from any claim of Debtor or right of redemption. No such purchase or holding by Secured Party shall be deemed a retention by Secured Party in satisfaction of the Secured Obligations. All demands, notices, and advertisements, and the presentment of property at sale, are hereby waived. If, notwithstanding the foregoing provisions, any applicable provision of the UCC or other applicable law requires Secured Party to give reasonable notice of any such sale or disposition or other action, and reasonable notice is not defined in such law, Debtor hereby agrees that 10 days' prior written notice shall constitute reasonable notice. Secured Party may require Debtor to assemble the Collateral and make it available to Secured Party at a place designated by Secured Party which is reasonably convenient to Secured Party and Debtor. To the extent permitted by applicable law, any sale hereunder may be conducted by an auctioneer or any officer or agent of Secured Party. After an Event of Default, Secured Party shall have the right to take possession of any or all of the Collateral and to take possession of all books, records, documents, information, agreements, and other property of Debtor or in Debtor's possession or control relating to the Collateral, and for such purpose may enter upon any premises upon which any of the Collateral or any of such books, records, information, agreements or other property are situated and remove the same therefrom without any liability for trespass or damages occasioned thereby.

Section 5.3 Proceeds. After the happening of any Event of Default, the proceeds of any sale or other Transfer of the Collateral and all sums received or collected by Secured Party from or on account of the Collateral shall be applied by Secured Party in the manner set forth in the UCC (unless otherwise required by any other applicable law). In connection with the exercise of Secured Party's rights hereunder, Debtor hereby grants to Secured Party, after the happening and during the continuance of an Event of Default, the right to receive, change the address for delivery, open, and dispose of mail addressed to Debtor (to the extent that it relates to the Collateral), and to execute, assign and endorse negotiable and other instruments, documents or other evidence of payment, shipment, storage, or Transfer for any form of Collateral on behalf of and in the name of Debtor.

Section 5.4 Deficiency. Debtor shall remain liable to Secured Party for any unpaid Secured Obligations, reasonable advances, costs, charges, and expenses incurred by Secured Party in connection herewith, together with interest thereon, and shall pay the same promptly but not more than five (5) days following demand, to Secured Party at Secured Party's offices. If Secured Party sells any of the Collateral upon credit, Debtor will be credited only with payments actually made by the purchaser, received by Secured Party, and applied to the indebtedness of the purchaser; in the event the purchaser fails to pay for the Collateral purchased, Secured Party may resell the Collateral and Debtor shall be credited with the proceeds of the sale.

Section 5.5 Secured Party's Duties. The powers conferred upon Secured Party by this Security Agreement are solely to protect Secured Party's interest in the Collateral, and shall not impose any duty upon Secured Party to exercise any such powers. Except as required by the Loan Agreement, Secured Party shall be under no duty whatsoever to make or give any presentment, demand for performance, notice of nonperformance, protest, notice of protest, notice of dishonor, notice of intent to accelerate, notice of acceleration, or other notice or demand in connection with any Collateral or the Secured Obligations, except as specifically provided in this Security Agreement and the Loan Agreement, or to take any steps necessary to preserve any rights against prior parties. Secured Party shall not be liable for failure to collect or realize upon the Collateral, or for any delay in so doing, nor shall Secured Party be under any duty to take any action whatsoever with regard thereto. Secured Party shall use reasonable care in the custody and preservation of any Collateral in its possession but need not take any steps to keep the Collateral identifiable. Secured Party has no obligation to clean-up or otherwise prepare the Collateral for sale. Secured Party shall have no duty to comply with any recording, filing or other legal requirements necessary to establish or maintain the validity, priority or enforceability of, or Secured Party's rights in, any of the Collateral.

Section 5.6 Secured Party's Actions. Debtor waives (i) any right to require Secured Party to proceed against any person or entity, exhaust any Collateral, or have any person or entity joined with Debtor in any suit arising out of the Secured Obligations or this Security Agreement or pursue any other remedy in Secured Party's power; (ii) any and all notice of acceptance of this Security Agreement or of creation, modification, rearrangement, renewal or extension for any period of any of the Secured Obligations from time to time; and (iii) any defense arising by reason of any disability or other such defense relating to disability. All dealings between Debtor and Secured Party, whether or not in connection with the Secured Obligations, shall conclusively be presumed to have been had or consummated in reliance upon this Security Agreement. Until all the Secured Obligations shall have been paid in full and Secured Party has no further funding commitments thereunder, Debtor shall have no right to subrogation, and Debtor waives any

benefit of and any right to participate in any Collateral or security whatsoever now or hereafter held by Secured Party. Debtor authorizes Secured Party, without notice or demand and without any reservation of rights against Debtor and without affecting Debtor's liability hereunder or on the Secured Obligations, from time to time to (a) take and hold any other property as collateral, other than the Collateral, as security for any or all of the Secured Obligations, and exchange, enforce, waive and release any or all of the Collateral or such other property; (b) apply the Collateral or such other property and direct the order or manner of sale thereof as Secured Party, in its discretion, may determine; and (c) renew, extend for any period, accelerate, modify, compromise, settle, or release the obligation of any person or entity with respect to any or all of the Secured Obligations or the Collateral.

Section 5.7 Transfer of Obligations and Collateral. Secured Party may transfer any or all of the Secured Obligations, and upon any such transfer Secured Party may transfer any or all of the Collateral and shall be fully discharged thereafter from all liability with respect to the Collateral so transferred, and the Transferee shall be vested with all rights, powers and remedies of Secured Party hereunder with respect to Collateral so transferred. With respect to any Collateral not so transferred, Secured Party shall retain all rights, powers, and remedies hereby given. Secured Party may at any time deliver any or all of the Collateral to Debtor whose receipt shall be a complete and full acquittance for the Collateral so delivered, and Secured Party shall thereafter be discharged from any liability therefor.

Section 5.8 Cumulative Security. The execution and delivery of this Security Agreement in no manner shall impair or affect any other security (by endorsement or otherwise) for the Secured Obligations. No security taken hereafter as security for the Secured Obligations shall impair in any manner or affect this Security Agreement. All such present and future additional security is to be considered as cumulative security.

Section 5.9 Continuing Agreement. This is a continuing agreement, and the grant of a security interest hereunder shall remain in full force and effect. All the rights of Secured Party hereunder shall continue to exist until (i) the Secured Obligations are paid in full as the same becomes due and payable; and (ii) Secured Party, upon request of Debtor, has executed a written termination statement reassigning to Debtor, without recourse, the Collateral and all rights conveyed hereby and returning possession of the Collateral, if applicable, to Debtor. Otherwise this Security Agreement shall continue irrespective of the fact that the liability of Debtor or any other person or entity may have ceased for any reason other than satisfaction of the Secured Obligations, or irrespective of the validity or enforceability of the Revolving Note or any other note or any other loan document to which Debtor or any other person or entity may be a party, and notwithstanding

the reorganization or bankruptcy of Debtor or any other person or entity, or any other event or proceeding affecting Debtor or any other person or entity.

Section 5.10 Rights Under Uniform Commercial Code. Regardless of whether the Uniform Commercial Code is in effect in the jurisdiction where such rights under this Security Agreement are asserted, Secured Party shall have the rights, powers and remedies of a secured party under the UCC or any similar law in any other jurisdiction whose laws are applicable. Secured Party may exercise its right of set-off with respect to the Secured Obligations in the same manner as if the Secured Obligations were unsecured. Without limitation of the foregoing, Secured Party may directly offset against the Secured Obligations any amounts due Debtor under or in connection with the Revolving Note or any other note, or any future agreement or contract between Debtor and Secured Party.

Section 5.11 Exercise of Rights, Etc. Time shall be of the essence for the performance of any act under this Security Agreement or the Secured Obligations by Debtor, but neither Secured Party's acceptance of partial or delinquent payments nor any forbearance, failure or delay by Secured Party in exercising any right shall be deemed a waiver of any obligation of Debtor or of any right of Secured Party or preclude any other or further exercise thereof; and no single or partial exercise of any right shall preclude any other or further exercise thereof, or the exercise of any other right.

Section 5.12 Remedy and Waiver. Secured Party may remedy any Event of Default and may waive any Event of Default without waiving the Event of Default remedied or waiving any prior or subsequent Event of Default.

Section 5.13 Non-Judicial Remedies. To the fullest extent permitted by law, Secured Party may enforce its rights hereunder without prior judicial process or judicial hearing. In so providing for non-judicial remedies, Debtor recognizes that such remedies are consistent with the usage of the trade, are responsive to commercial necessity and are the result of bargain at arm's length. Nothing herein is intended to prevent Secured Party or Debtor from resorting to judicial process at either party's option.

Section 5.14 Compliance With Other Laws. Secured Party may comply with any applicable state or federal law requirements in connection with a disposition of the Collateral and compliance will not be considered adversely to affect the commercial reasonableness of any sale of the Collateral.

ARTICLE 6 - MISCELLANEOUS

Section 6.1 Preservation of Liability. Neither this Security Agreement nor the exercise by Secured Party of (or the failure to so exercise) any right conferred herein or by law shall be construed as relieving any person or entity liable on the

Secured Obligations from liability on the Obligations and for any deficiency thereon.

Section 6.2 Survival of Agreements. All representations and warranties of Debtor herein, and all covenants and agreements herein not fully performed before the effective date of this Security Agreement, shall survive such date.

Section 6.3 Notice. Except as otherwise provided herein, all notices, demands, requests, and communications permitted or required under this Agreement shall be delivered in the time and manner as required by the Loan Agreement.

Section 6.4 Amendment and Waiver. This Security Agreement may not be amended nor may any of its terms be waived except in writing duly signed by the party against whom enforcement of the amendment or waiver is sought.

Section 6.5 Invalidity. If any provision of this Security Agreement is rendered or declared illegal, invalid, or unenforceable by reason of any existing or subsequently enacted legislation or by a judicial decision that has become final, Debtor and Secured Party shall promptly meet and negotiate substitute provisions for those rendered illegal, invalid, or unenforceable, but all of the remaining provisions shall remain in full force and effect.

Section 6.6 Successors and Assigns. The covenants, representations, warranties, and agreements herein set forth shall be binding upon Debtor and shall inure to the benefit of Secured Party and its heirs, legal representatives, successors, and assigns.

Section 6.7 CONSTRUCTION. **THIS SECURITY AGREEMENT HAS BEEN MADE IN AND THE SECURITY INTEREST GRANTED HEREBY IS GRANTED IN, AND EACH SHALL BE GOVERNED BY THE LAWS OF, THE STATE OF TEXAS (EXCEPT TO THE EXTENT THAT THE LAWS OF ANY OTHER JURISDICTION GOVERN THE PERFECTION, PRIORITY, OR FORECLOSURE OF THE SECURITY INTEREST GRANTED HEREBY) AND OF THE UNITED STATES OF AMERICA, AS APPLICABLE, IN ALL RESPECTS, INCLUDING MATTERS OF CONSTRUCTION, VALIDITY, ENFORCEMENT, AND PERFORMANCE.**

Section 6.8 ENTIRE AGREEMENT. **THIS SECURITY AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES HERETO WITH RESPECT TO THE SUBJECT HEREOF AND SHALL SUPERSEDE ANY PRIOR AGREEMENT BETWEEN THE PARTIES HERETO, WHETHER WRITTEN OR ORAL, RELATING TO THE SUBJECT HEREOF. FURTHERMORE, IN THIS REGARD, THIS AGREEMENT AND THE OTHER WRITTEN LOAN DOCUMENTS REPRESENT, COLLECTIVELY, THE FINAL AGREEMENT AMONG THE PARTIES THERETO AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS,**

OR SUBSEQUENT ORAL AGREEMENT OF SUCH PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

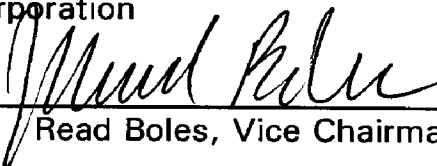
Section 6.9 Restatement. This Security Agreement shall amend, modify, replace, and restate in its entirety the Security Agreement dated August 31, 2001, from Debtor to Secured Party.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS HEREOF, Debtor and Secured Party have caused this instrument to be duly executed as of the date first above written.

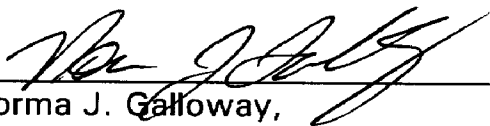
DEBTOR:

MINCRON SBC CORPORATION, a New York corporation

By: 
Read Boles, Vice Chairman

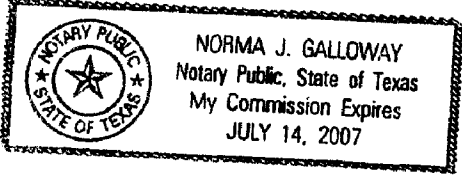
SECURED PARTY:

COMPASS BANK

By: 
Norma J. Galloway,
Senior Vice President

STATE OF Texas §
§
COUNTY OF Harris §

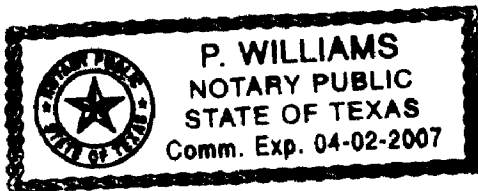
This instrument was acknowledged before me on 10-22, 2002, by Read Boles, Vice Chairman, MINCRON SBC CORPORATION, a New York corporation, on behalf of said corporation.



[Signature]
Notary Public, State of Texas

STATE OF TX §
§
COUNTY OF Harris §

This instrument was acknowledged before me on October 22, 2002, by Norma J. Galloway, Senior Vice President, COMPASS BANK, an Alabama State chartered bank, on behalf of said bank.



[Signature]
Notary Public, State of TX

SCHEDULE I**Mincron SBC Corporation
Copyright Registrations**

<u>Title of Work</u> <i>(Previous or Alternative Title)</i>	<u>Registration Number</u>	<u>Effective Date of Registration</u>
1. Hardgoods Distribution (MSS/HD Hard Goods Distribution VIR10m1)	TX 4-959-075	June 4, 1999
2. Warehouse Manager (MSS/WM Warehouse Manager VIR1m4)	TX 4-959-071	June 4, 1999
3. Remote Commerce (MSS/RC Remote Commerce VIR1m1)	TX 4-959-070	June 4, 1999
4. Web Commerce (MSS/WC Web Commerce VIR1m1)	TX 4-959-073	June 4, 1999
5. Work Orders (MSS/WO Work Orders VIR2m1)	TX 4-959-067	June 4, 1999
6. Data Miner (MSS/DM Data Miner VIR2m1)	TX 4-959-069	June 4, 1999
7. Task Tracker (MSS/TT Task Tracker VIR1m1)	TX 4-959-074	June 4, 1999
8. Utility Toolbox (USS/UT Utility Toolbox VIR2m1)	TX 4-959-072	June 4, 1999
9. EDI Interface (MSS/EI EDI Interface VIR10m1)	TX 4-959-068	June 4, 1999

[See attached copies of the respective Certificates of Registration.]

Schedule I-i

HOUSTON 560898v3

TRADEMARK
REEL: 003080 FRAME: 0069

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

11/09/04

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

MINCRON SBC CORPORATION

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

Citizenship (see guidelines) NEW YORK

Execution Date(s) Effective August 31, 2001

Additional names of conveying parties attached? Yes No

3. Nature of conveyance:

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: COMPASS BANK

Internal Address: _____

Street Address: P.O. BOX 4444

City: HOUSTON

State: TEXAS

Country: USA Zip: 77210

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other BANK Citizenship ALABAMA

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

SEE SCHEDULE II ATTACHED

B. Trademark Registration No.(s)

SEE SCHEDULE II ATTACHED

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: BRENDA D. GARROT, PARALEGAL

Internal Address: _____

c/o GARDERE WYNNE SEWELL LLP

Street Address: 1000 LOUISIANA
SUITE 3400

City: HOUSTON

State: TEXAS Zip: 77002

Phone Number: 713-276-5407

Fax Number: 713-276-6407

Email Address: BGARROT@GARDERE.COM

6. Total number of applications and registrations involved:

42

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 1,065.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____
Authorized User Name _____

9. Signature: Brenda D. Garrot

Signature

NOVEMBER 5, 2004

Date

BRENDA D. GARROT, PARALEGAL

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 23

SCHEDULE II

TRADEMARKS

A. TRADEMARK/SERVICEMARK APPLICATIONS

Mark	Type	Application Number	Application Date
1. MSS/HD	Goods Computer Software and Documentation for Wholesale Supply House Enterprise Management	75/727,323	6/11/99
2. Hardgoods Distribution	Goods Computer Software and Documentation for Wholesale Supply House Enterprise Management	75/727,322	6/11/99
3. MSS/WM	Goods Computer Software and Documentation for Managing Inventory, Logistics Functions and Resources	75/727,321	6/11/99
4. Warehouse Manager	Goods Computer Software and Documentation for Managing Inventory, Logistics Functions and Resources	75/727,320	6/11/99
5. MSS/RC	Goods Computer Software and Documentation for Inventory Management and Order Entry Processing	75/727,319	6/11/99
6. Remote Commerce	Goods Computer Software Documentation for Inventory Management and Order Entry Processing	75/727,318	6/11/99
7. MSS/WC	Goods Computer Software and Documentation for Locating, Pricing and Ordering Merchandise via the Internet or Intranet Directly from the Supplier	75/727,317	6/11/99
8. Web Commerce	Goods Computer Software and Documentation for Locating, Pricing and Ordering Merchandise via the Internet or Intranet Directly from the Supplier	75/727,316	6/11/99
9. MSS/WO	Goods Computer Software and Documentation for Management of Fabrication Process, Inventory and Billing	75/727,315	6/11/99
10. Work Orders	Goods Computer Software and Documentation for Management of Fabrication Process, Inventory and Billing	75/726,962	6/11/99
11. MSS/DM	Goods Computer Software and Documentation for Decision Support Tool which Extracts Data Base Information and Presents Results in Cable and/or Graphical Form	75/726,963	6/11/99
12. Data Miner	Goods Computer Software and Documentation for Decision Support Tool which Extracts Data Base Information and Presents Results in Cable and/or Graphical Form	75/726,964	6/11/99

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<u>Mark</u>	<u>Type</u>	<u>Application Number</u>	<u>Application Date</u>
13. MSS/TT	Goods Computer Software and Documentation for Customer Support Call and Project Resolution Management	75/726,965	6/11/99
14. Task Tracker	Goods Computer Software and Documentation for Customer Support Call and Project Resolution Management	75/726,966	6/11/99
15. MSS/UT	Goods Computer Software and Documentation Designed to Enhance Programmer Productivity by Providing a Wide Variety of Options to Assist in Product Development, Documentation, System Testing and Product Roll-Out	75/726,967	6/11/99
16. Utility Toolbox	Goods Computer Software and Documentation Designed to Enhance Programmer Productivity by Providing a Wide Variety of Options to Assist in Product Development, Documentation, System Testing and Product Roll-Out	75/726,968	6/11/99
17. MSS/EI	Goods Computer Software and Documentation for Application Software Mapping to E-Commerce Translation Software Linking Trading Partners	75/726,970	6/11/99
18. EDI Interface	Goods Computer Software and Documentation for Application Software Mapping to E-Commerce Translation Software Linking Trading Partners	75/726,969	6/11/99
19. Diamond View	Goods Computer Software for Formatting Periodic News, Educational and Support Information, Schedules and Company-Specific Information	75/726,971	6/11/99
20. Net Support	Services Providing Software Service and Maintenance to Customers, including, but not limited to, Providing Program Updates, Educational Information, Correspondence Center and Suggestion Intake	75/726,972	6/11/99
21. Mincron	Services Providing Software, Hardware, Services and Technical Support in the Area of Wholesale Distribution and Warehousing Logistics	75/727,313	6/11/99
22. Mincron Software Systems	Goods Software, Hardware, Services and Technical Support in the area of Wholesale Distribution and Warehousing Logistics	75/727,312	6/11/99
23. Success Through Software	Goods Periodic News, Educational and Support Information	75/727,324	6/11/99
24. MAXimizer	Goods Computer Software Utilization Evaluation and Report Relating to Customer Use of Software Products	75/726,973	6/11/99
25. Design (Green Diamond)	Goods Providing Software, Hardware, Services and Technical Support in the Area of Wholesale Distribution and Warehousing Logistics	75/727,314	6/11/99

HOUSTON 560898v3

<u>Mark</u>	<u>Type</u>	<u>Application Number</u>	<u>Application Date</u>
26. Hardgoods Distribution	Trademark application filed. S.N. 76/377,250, Filed March 1, 2002. Current Status: Final review prior to publication has been completed, application will be published for opposition.	2,478,696	8/14/01
27. MAXimizer		2,643,341	10/29/02
28. Mincron		2,499,451	10/23/01
29. Mincron Green Diamond (logo)		2,408,087	11/28/2000
30. Mincron Software Systems		2,499,450	10/23/01
31. MSS/DM		2,460,281	6/12/01
32. MSS/EI		2,525,701	1/1/02
33. MSS/HD		2,468,342	7/10/01
34. MSS/RC		2,556,626	4/2/02
35. MSS/UT		2,468,340	7/10/01
36. MSS/WC		2,456,157	5/29/01
37. MSS/WM		2,556,627	4/2/02
38. MSS/WO		2,468,341	7/10/01
39. Remote Commerce		2,466,428	7/3/01
40. Success Through Software		2,588,971	7/2/02
41. Web Commerce		2,554,195	3/26/02
42. Work Orders		2,481,006	8/21/01

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RECORDED: 11/09/2004

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