

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Security Agreement	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MPC Computers, LLC		07/08/2005	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Wachovia Capital Finance Corporation (Western), as Agent		
Street Address:	251 South Lake Avenue		
City:	Pasadena		
State/Country:	CALIFORNIA		
Postal Code:	91101		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	2310576	ADDITIONS	
Registration Number:	2059221	CLIENTPRO	
Registration Number:	2207415	CLUSTERCONNECT	
Registration Number:	1567655	COMPUTERS NOW!	
Registration Number:	2477852	CONNECTED SUPPORT	
Registration Number:	2477844	CONNECTEDSUPPORT.COM	
Registration Number:	2232661	INTRAPULSE	
Registration Number:	2068451	MILLENNIA	
Registration Number:	2907215	MPC	
Registration Number:	2206647	MULTIMEDIA XCITEMENT PAK	
Registration Number:	1566880	NETFRAME	
Registration Number:	2242424	POWERDIGM	
Registration Number:	2095087	TRANSPORT	

CH \$390.00 2310576

900030556

TRADEMARK
 REEL: 003144 FRAME: 0464

Registration Number:	1462656	ZEOS
Registration Number:	2818409	MPC

CORRESPONDENCE DATA

Fax Number: (866)459-2899
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 202-783-2700
Email: pagodoa@federalresearch.com
Correspondent Name: CBC Companies dba Federal Research
Address Line 1: 1030 Fifteenth Street, NW, Suite 920
Address Line 2: attn: Penelope J.A. Agodoa
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

NAME OF SUBMITTER:	Penelope J.A. Agodoa
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Signature:	/pja/
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Date:	08/22/2005
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Total Attachments: 33

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TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

THIS TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT ("Agreement"), dated July 8, 2005, is by and between MPC COMPUTERS, LLC, a Delaware limited liability company ("Debtor"), and WACHOVIA CAPITAL FINANCE CORPORATION (WESTERN), a California corporation, in its capacity as agent (in such capacity, "Secured Party") pursuant to the Loan Agreement (as hereinafter defined) acting for and on behalf of the financial institutions which are parties thereto, as lenders (each individually, a "Lender" and collectively, "Lenders").

W I T N E S S E T H :

WHEREAS, Debtor has adopted, used and is using, and is the owner of the entire right, title, and interest in and to the trademarks, trade names, terms, designs and applications therefor described in Exhibit A hereto and made a part hereof;

WHEREAS, Debtor, certain affiliates of Debtor, Secured Party and Lenders have entered into or are about to enter into financing arrangements pursuant to which Secured Party and Lenders may make loans and advances and provide other financial accommodations to Debtor and certain of its affiliates as set forth in the Loan and Security Agreement, dated of even date herewith, by and among Debtor, certain affiliates of Debtor, Secured Party and Lenders (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Loan Agreement") and the other agreements, documents and instruments referred to therein or at any time executed and/or delivered in connection therewith or related thereto, including, but not limited to, this Agreement (all of the foregoing, together with the Loan Agreement, as the same now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, being collectively referred to herein as the "Financing Agreements"); and

WHEREAS, in order to induce Secured Party and Lenders to enter into the Loan Agreement and the other Financing Agreements and to make loans and advances and provide other financial accommodations to Debtor and certain of its affiliates pursuant thereto, Debtor has agreed to grant to Secured Party certain collateral security as set forth herein;

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

1. GRANT OF SECURITY INTEREST.

As collateral security for the prompt performance, observance and indefeasible payment in full of all of the Obligations (as hereinafter defined), Debtor hereby grants to Secured Party a continuing security interest in and a general lien upon, and a conditional assignment of, the

following (being collectively referred to herein as the "Collateral"): (a) all of Debtor's now existing or hereafter acquired right, title, and interest in and to: (i) all of Debtor's trademarks, trade names, trade styles and service marks and all applications for registration, registrations and recordings relating to the foregoing as may at any time be filed in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof, including, without limitation, the trademarks, terms, designs and applications described in Exhibit A hereto, together with all rights and privileges arising under applicable law with respect to Debtor's use of any trademarks, trade names, trade styles and service marks, and all reissues, extensions, continuation and renewals thereof (all of the foregoing being collectively referred to herein as the "Trademarks"); and (ii) all prints and labels on which such trademarks, trade names, trade styles and service marks appear, have appeared or will appear, and all designs and general intangibles of a like nature; (b) the goodwill of the business symbolized by each of the Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks; (c) all present and future license and distribution agreements (subject to the rights of the licensors therein) pertaining to the Trademarks, (d) all income, fees, royalties and other payments at any time due or payable to Debtor with respect thereto, including, without limitation, payments under all licenses at any time entered into in connection therewith; (e) the right to sue for past, present and future infringements thereof; (f) all rights corresponding thereto throughout the world; and (g) any and all other proceeds of any of the foregoing, including, without limitation, all damages and payments or claims by Debtor against third parties for past or future infringement of the Trademarks. Notwithstanding anything to the contrary contained in this Section 1, the Collateral shall not include any rights or interest in any contract, license or license agreement covering personal property of Debtor, so long as under the terms of such contract, license or license agreement, or applicable law with respect thereto, the grant of a security interest or lien therein to Secured Party is prohibited and such prohibition has not been or is not waived or the consent of the other party to such contract, license or license agreement has not been or is not otherwise obtained; provided, that, the foregoing exclusion shall in no way be construed (i) to apply if any such prohibition is unenforceable under the UCC or other applicable law or (ii) so as to limit, impair or otherwise affect Secured Party's unconditional continuing security interests in and liens upon any rights or interests of such Debtor in or to monies due or to become due under any such contract, license or license agreement.

2. OBLIGATIONS SECURED.

The security interest, lien and other interests granted to Secured Party pursuant to this Agreement shall secure the prompt performance, observance and payment in full of any and all obligations, liabilities and indebtedness of every kind, nature and description owing by Debtor to Secured Party, Lenders and the other Secured Parties (as defined in the Loan Agreement), including principal, interest, charges, fees, costs and expenses, however evidenced, whether as principal, surety, endorser, guarantor or otherwise, whether arising under this Agreement, the Loan Agreement or the other Financing Agreements or otherwise, whether now existing or hereafter arising, whether arising before, during or after the initial or any renewal term of the Loan Agreement or after the commencement of any case with respect to Debtor under the United States Bankruptcy Code or any similar statute (including, without limitation, the payment of interest and other amounts which would accrue and become due but for the commencement of

such case, whether or not such amounts are allowed or allowable in whole or in part in such case and including loans, interest, fees, charges and expenses related thereto and all other obligations of Debtor to Secured Party, any Lender or any Secured Party arising after the commencement of such case), whether direct or indirect, absolute or contingent, joint or several, due or not due, primary or secondary, liquidated or unliquidated, secured or unsecured, and however acquired by Secured Party, any Lender or any Secured Party (all of the foregoing being collectively referred to herein as the "Obligations").

3. REPRESENTATIONS, WARRANTIES AND COVENANTS.

Debtor hereby represents, warrants and covenants with and to Secured Party the following (all of such representations, warranties and covenants being continuing so long as any of the Obligations are outstanding):

- (a) Debtor shall pay and perform all of the Obligations according to their terms.
- (b) All of the existing Trademarks are valid and subsisting in full force and effect, and Debtor owns the sole, full and clear title to the Collateral, and the right and power to grant the security interest and conditional assignment granted hereunder. Debtor shall, at Debtor's expense, perform all acts and execute all documents necessary to maintain the existence of registered Trademarks, including, without limitation, the filing of any renewal affidavits and applications. The Collateral is not subject to any liens, claims, mortgages, assignments, licenses, security interests or encumbrances of any nature whatsoever, except: (i) the security interests granted hereunder and pursuant to the Loan Agreement, (ii) the security interests permitted under the Loan Agreement and (iii) the licenses referred to under Section 3(e) below.
- (c) Debtor shall not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, grant an exclusive or non-exclusive license relating to the Collateral, or otherwise dispose of any of the Collateral, in each case without the prior written consent of Secured Party, except as otherwise permitted herein or in the Loan Agreement. Nothing in this Agreement shall be deemed a consent by Secured Party or any Lender to any such action, except as such action is expressly permitted hereunder.
- (d) Debtor shall, at Debtor's expense, promptly perform all acts and execute all documents requested at any time by Secured Party to evidence, perfect, maintain, record or enforce the security interest in and conditional assignment of the Collateral granted hereunder or to otherwise further the provisions of this Agreement. Debtor hereby authorizes Secured Party to execute and file one or more financing statements (or similar documents) with respect to the Collateral, signed only by Secured Party or as otherwise determined by Secured Party. Debtor further authorizes Secured Party to have this Agreement or any other similar security agreement filed with the Commissioner of Patents and Trademarks or any other appropriate federal, state or government office.

(e) As of the date hereof, Debtor does not have any Trademarks registered, or subject to pending applications, in the United States Patent and Trademark Office or any similar office or agency in the United States, any State thereof, or any political subdivision thereof, other than

those described in Exhibit A hereto and has not granted any licenses with respect thereto other than as set forth in Exhibit B hereto.

(f) Debtor shall, concurrently with the execution and delivery of this Agreement, execute and deliver to Secured Party five (5) originals of a Special Power of Attorney in the form of Exhibit C annexed hereto for the implementation of the assignment, sale or other disposition of the Collateral pursuant to Secured Party's exercise of the rights and remedies granted to Secured Party hereunder.

(g) Secured Party may, in its discretion, pay any amount or do any act which Debtor fails to pay or do as required hereunder or as requested by Secured Party to preserve, defend, protect, maintain, record or enforce the Obligations, the Collateral, or the security interest and conditional assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, reasonable attorneys' fees and legal expenses. Debtor shall be liable to Secured Party for any such payment, which payment shall be deemed an advance by Secured Party to Debtor, shall be payable on demand together with interest at the rate then applicable to the Obligations set forth in the Loan Agreement and shall be part of the Obligations secured hereby.

(h) Debtor shall notify Secured Party within (30) days of filing any application for the registration of a Trademark with the United States Patent and Trademark Office or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country. If, after the date hereof, Debtor shall (i) obtain any registered trademark or trade name, or apply for any such registration in the United States Patent and Trademark Office or in any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, or (ii) become the owner of any trademark registrations or applications for trademark registration used in the United States, any State thereof, any political subdivision thereof or in any other country, the provisions of Section 1 hereof shall automatically apply thereto. Upon the request of Secured Party, Debtor shall promptly execute and deliver to Secured Party any and all assignments, agreements, instruments, documents and such other papers as may be requested by Secured Party to evidence the security interest in and conditional assignment of such Trademark in favor of Secured Party.

(i) Debtor has not abandoned any of the Trademarks and Debtor will not do any act, nor omit to do any act, whereby the Trademarks may become abandoned, invalidated, unenforceable, avoided, or avoidable; provided, that, Debtor may, after written notice to Secured Party, abandon, cancel, not renew or otherwise not maintain a Trademark so long as (i) such Trademark is no longer used or useful in the business of Debtor or any of its affiliates or subsidiaries, (ii) such Trademark has not been used in the business of Debtor or any of its affiliates or subsidiaries for a period of six (6) consecutive months, (iii) such Trademark is not otherwise material to the business of Debtor or any of its affiliates or subsidiaries in any respect, (iv) such Trademark has little or no value, and (v) no Default (as defined in the Loan Agreement) or Event of Default (as hereinafter defined) shall exist or have occurred as of such time. Debtor shall notify Secured Party promptly if it knows of any reason why any application, registration, or recording with respect to the Trademarks may become abandoned, canceled, invalidated, avoided, or avoidable.

(j) Debtor shall render any assistance, as Secured Party shall determine is necessary, to Secured Party and Lenders in any proceeding before the United States Patent and Trademark Office, any federal or state court, or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, to maintain such application and registration of the Trademarks as Debtor's exclusive property and to protect Secured Party's interests and Lenders' interests therein, including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference, and cancellation proceedings.

(k) No material infringement or unauthorized use presently is being made of any of the Trademarks by any person that would adversely affect in any material respect the fair market value of the Collateral or the benefits of this Agreement granted to Secured Party and Lenders, including, without limitation, the validity, priority or perfection of the security interest granted herein or the remedies of Secured Party hereunder. There has been no judgment holding any of the Trademarks invalid or unenforceable, in whole or in part, nor is the validity or enforceability of any of the Trademarks presently being questioned in any litigation or proceeding to which Debtor is a party. Debtor shall promptly notify Secured Party if Debtor (or any affiliate or subsidiary thereof) learns of any use by any person of any term or design which infringes on any Trademark or is likely to cause confusion with any Trademark. If requested by Secured Party, Debtor, at Debtor's expense, shall join with Secured Party in such action as Secured Party, in Secured Party's discretion, may deem advisable for the protection of Secured Party's interests and Lenders' interests in and to the Trademarks.

(l) Debtor assumes all responsibility and liability arising from its use of the Trademarks, and Debtor hereby indemnifies and holds Secured Party and Lenders harmless from and against any claim, suit, loss, damage, or expense (including reasonable attorneys' fees and legal expenses) arising out of any alleged defect in any product manufactured, promoted, or sold by Debtor (or any affiliate or subsidiary thereof) in connection with any Trademark or out of the manufacture, promotion, labelling, sale or advertisement of any such product by Debtor (or any affiliate or subsidiary thereof). The foregoing indemnity shall survive the payment of the Obligations, the termination of this Agreement and the termination or non-renewal of the Loan Agreement.

(m) Debtor shall promptly pay Secured Party and Lenders for any and all reasonable expenditures made by Secured Party or any Lender pursuant to the provisions of this Agreement or for the defense, protection or enforcement of the Obligations, the Collateral, or the security interests and conditional assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, travel expenses, and reasonable attorneys' fees and legal expenses. Such expenditures shall be payable on demand, together with interest at the rate then applicable to the Obligations set forth in the Loan Agreement and shall be part of the Obligations secured hereby.

4. EVENTS OF DEFAULT.

The occurrence or existence of any Event of Default under the Loan Agreement or any of the other Financing Agreements is referred to herein individually as an "Event of Default" and collectively as "Events of Default".

5. RIGHTS AND REMEDIES.

At any time an Event of Default exists or has occurred and is continuing, in addition to all other rights and remedies of Secured Party or any Lender, whether provided under this Agreement, the Loan Agreement, the other Financing Agreements, applicable law or otherwise, Secured Party shall have the following rights and remedies which may be exercised without notice to, or consent by, Debtor except as such notice or consent is expressly provided for hereunder:

(a) Secured Party may require that neither Debtor nor any affiliate or subsidiary of Debtor make any use of the Trademarks or any marks similar thereto for any purpose whatsoever. Secured Party may make use of any Trademarks for the sale of goods, completion of work-in-process or rendering of services or otherwise in connection with enforcing any other security interest granted to Secured Party by Debtor or any subsidiary or affiliate of Debtor or for such other reason as Secured Party may determine.

(b) Secured Party may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner, as Secured Party shall in its discretion deem appropriate. Such license or licenses may be general, special or otherwise, and may be granted on an exclusive or non-exclusive basis throughout all or any part of the United States of America, its territories and possessions, and all foreign countries.

(c) Secured Party may assign, sell or otherwise dispose of the Collateral or any part thereof, either with or without special conditions or stipulations except that if notice to Debtor of intended disposition of Collateral is required by law, the giving of ten (10) days prior written notice to Debtor of any proposed disposition shall be deemed reasonable notice thereof and Debtor waives any other notice with respect thereto. Secured Party shall have the power to buy the Collateral or any part thereof, and Secured Party shall also have the power to execute assurances and perform all other acts which Secured Party may, in its discretion, deem appropriate or proper to complete such assignment, sale, or disposition. In any such event, Debtor shall be liable for any deficiency.

(d) In addition to the foregoing, in order to implement the assignment, sale or other disposition of any of the Collateral pursuant to the terms hereof, Secured Party may at any time execute and deliver on behalf of Debtor, pursuant to the authority granted in the Powers of Attorney described in Section 3(f) hereof, one or more instruments of assignment of the Trademarks (or any application for registration, registration, or recording relating thereto), in form suitable for filing, recording, or registration. Debtor agrees to pay Secured Party and Lenders on demand all costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees, and reasonable attorneys' fees and legal expenses. Debtor agrees that

Secured Party and Lenders have no obligation to preserve rights to the Trademarks against any other parties.

(e) Secured Party may first apply the proceeds actually received from any such license, assignment, sale or other disposition of any of the Collateral to the costs and expenses thereof, including, without limitation, reasonable attorneys' fees and all legal, travel and other expenses which may be incurred by Secured Party or Lenders. Thereafter, Secured Party may apply any remaining proceeds to such of the Obligations as Secured Party may in its discretion determine. Debtor shall remain liable to Secured Party and Lenders for any of the Obligations remaining unpaid after the application of such proceeds, and Debtor shall pay Secured Party on demand any such unpaid amount, together with interest at the rate then applicable to the Obligations set forth in the Loan Agreement.

(f) Debtor shall supply to Secured Party or to Secured Party's designee, Debtor's knowledge and expertise relating to the manufacture, sale and distribution of the products and services bearing the Trademarks and Debtor's customer lists and other records relating to the Trademarks and the distribution thereof.

(g) Nothing contained herein shall be construed as requiring Secured Party or any Lender to take any such action at any time. All of Secured Party's and Lenders' rights and remedies, whether provided under this Agreement, the other Financing Agreements, applicable law, or otherwise, shall be cumulative and none is exclusive. Such rights and remedies may be enforced alternatively, successively, or concurrently.

6. JURY TRIAL WAIVER; OTHER WAIVERS AND CONSENTS; GOVERNING LAW.

(a) The validity, interpretation and enforcement of this Agreement and the other Financing Agreements and any dispute arising out of the relationship between the parties hereto, whether in contract, tort, equity or otherwise, shall be governed by the internal laws of the State of California without regard to principals of conflicts of laws, but excluding any rule of law that would cause the application of the law of any jurisdiction other than the laws of the State of California.

(b) Debtor and Secured Party irrevocably consent and submit to the non-exclusive jurisdiction of the state courts of Los Angeles County, State of California or the United States District Court for the Central District of California, whichever Secured Party may elect, and waives any objection based on venue or forum non conveniens with respect to any action instituted therein arising under this Agreement or any of the other Financing Agreements or in any way connected or related or incidental to the dealings of Debtor and Secured Party or any Lender in respect of this Agreement or the other Financing Agreements or the transactions related hereto or thereto, in each case whether now existing or thereafter arising, and whether in contract, tort, equity or otherwise, and agree that any dispute with respect to any such matters shall be heard only in the courts described above (except that Secured Party shall have the right to bring any action or proceeding against Debtor or its property in the courts of any other

jurisdiction which Secured Party deems necessary or appropriate in order to realize on the Collateral or to otherwise enforce its rights against Debtor or its property).

(c) Debtor hereby waives personal service of any and all process upon it and consents that all such service of process may be made by certified mail (return receipt requested) directed to its address set forth herein and service so made shall be deemed to be completed five (5) days after the same shall have been so deposited in the U.S. mails, or, at Secured Party's option, by service upon Debtor in any other manner provided under the rules of any such courts. Within thirty (30) days after such service, Debtor shall appear in answer to such process, failing which Debtor shall be deemed in default and judgment may be entered by Secured Party against Debtor for the amount of the claim and other relief requested.

(d) DEBTOR AND SECURED PARTY EACH HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (i) ARISING UNDER THIS AGREEMENT OR ANY OF THE OTHER FINANCING AGREEMENTS OR (ii) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF DEBTOR AND SECURED PARTY OR ANY LENDER IN RESPECT OF THIS AGREEMENT OR ANY OF THE OTHER FINANCING AGREEMENTS OR THE TRANSACTIONS RELATED HERETO OR THERETO IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE. DEBTOR AND SECURED PARTY EACH HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT DEBTOR OR SECURED PARTY MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF DEBTOR AND SECURED PARTY TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

(e) Notwithstanding any other provision contained herein, Secured Party and Lenders shall not have any liability to Debtor (whether in tort, contract, equity or otherwise) for losses suffered by Debtor in connection with, arising out of, or in any way related to the transactions or relationships contemplated by this Agreement, or any act, omission or event occurring in connection herewith, unless it is determined by a final and non-appealable judgment or court order binding on Secured Party or such Lender that the losses were the result of acts or omissions constituting gross negligence or willful misconduct. In any such litigation, Secured Party and Lenders shall be entitled to the benefit of the rebuttable presumption that it acted in good faith and with the exercise of ordinary care in the performance by it of the terms of this Agreement and the other Financing Agreements.

7. MISCELLANEOUS.

(a) All notices, requests and demands hereunder shall be in writing and shall be deemed to have been given or made: if delivered in person, immediately upon delivery; if by telex, telegram or facsimile transmission, immediately upon sending and upon confirmation of receipt; if by nationally recognized overnight courier service with instructions to deliver the next business day, one (1) business day after sending; and if by certified mail, return receipt

requested, five (5) days after mailing. All notices, requests and demands upon the parties are to be given to the following addresses (or to such other address as any party may designate by notice in accordance with this Section):

If to Debtor:

MPC Computers, LLC
906 East Karcher Road
Nampa, Idaho 83687
Attention: General Counsel
Telephone No.: 208-893-4796
Telecopy No.: 208-893-7218

with a copy to:

Gores Technology Group, LLC
10877 Wilshire Boulevard, 18th Floor Los
Angeles, California 90024
Attention: General Counsel
Telephone No.: 310-824-6106
Telecopy No.: 310-443-2149

If to Secured Party:

Wachovia Capital Finance Corporation
(Western)
251 South Lake Avenue
Suite 900
Pasadena, California 91101
Attention: Portfolio Manager
Telephone No.: 626-304-4900
Telecopy No.: 626-304-4969

(b) All references to the plural herein shall also mean the singular and to the singular shall also mean the plural. All references to Debtor, Secured Party, any Lender or any Secured Party pursuant to the definitions set forth in the recitals hereto, or to any other person herein, shall include their respective successors and assigns. The words "hereof," "herein," "hereunder," "this Agreement" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not any particular provision of this Agreement and as this Agreement now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced. An Event of Default shall exist or continue or be continuing until such Event of Default is waived in accordance with Section 7(e) hereof. All references to the term "Person" or "person" herein shall mean any individual, sole proprietorship, partnership, corporation (including, without limitation, any corporation which elects subchapter S status under the Internal Revenue Code of 1986, as amended), limited liability company, limited liability partnership, business trust, unincorporated association, joint stock company, trust, joint venture or other entity or any government or any agency or instrumentality or political subdivision thereof.

(c) This Agreement, the other Financing Agreements and any other document referred to herein or therein shall be binding upon Debtor and its successors and assigns and inure to the

benefit of and be enforceable by Secured Party and Lenders and their respective successors and assigns.

(d) If any provision of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate this Agreement as a whole, but this Agreement shall be construed as though it did not contain the particular provision held to be invalid or unenforceable and the rights and obligations of the parties shall be construed and enforced only to such extent as shall be permitted by applicable law.

(e) Neither this Agreement nor any provision hereof shall be amended, modified, waived or discharged orally or by course of conduct, but only by a written agreement signed by an authorized officer of Secured Party. Secured Party and Lenders shall not, by any act, delay, omission or otherwise be deemed to have expressly or impliedly waived any of its rights, powers and/or remedies unless such waiver shall be in writing and signed by an authorized officer of Secured Party. Any such waiver shall be enforceable only to the extent specifically set forth therein. A waiver by Secured Party or any Lender of any right, power and/or remedy on any one occasion shall not be construed as a bar to or waiver of any such right, power and/or remedy which Secured Party or such Lender would otherwise have on any future occasion, whether similar in kind or otherwise.

(f) This Agreement (i) may be executed in separate counterparts, each of which taken together shall constitute one and the same instrument and (ii) may be executed and delivered by telecopier with the same force and effect as if it were as a manually executed and delivered counterpart.

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IN WITNESS WHEREOF, Debtor and Secured Party have executed this Agreement as of the day and year first above written.

MPC COMPUTERS, LLC

By: Robb Warwick

Title: CFO

WACHOVIA CAPITAL FINANCE
CORPORATION (WESTERN),
as Secured Party

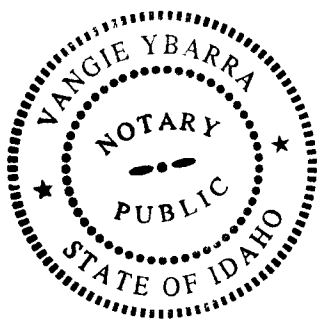
By: _____

Title: _____

Reviewed
MPC Legal
B2A

STATE OF Idaho)
COUNTY OF Carson) ss.:

On the 7th day of July, 2005, before me personally came Robb Warwick, to me known, who being by me duly sworn, did depose, acknowledge and say that he is the CFO of MPC Computers, LLC, the limited liability company which executed the foregoing instrument and that he signed his name thereto by order of the manager of said limited liability company.



Vangie Ybarra
Notary Public


IN WITNESS WHEREOF, Debtor and Secured Party have executed this Agreement as of the day and year first above written.

MPC COMPUTERS, LLC

By: _____

Title: _____

WACHOVIA CAPITAL FINANCE
CORPORATION (WESTERN),
as Secured Party

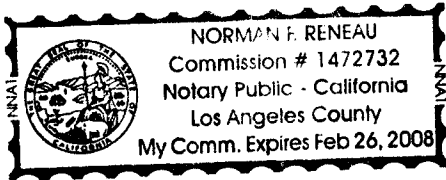
By:  _____

Title: Vice President

STATE OF CALIFORNIA)

COUNTY OF LOS ANGELES

On the 5 day of JULY, 2005, before me personally came JAMES E. CAMPBELL,
VICE PRES., to me known, who being by me duly sworn, did depose, acknowledge
and say that he is the VICE PRES. of WACHOVIA CAPITAL FINANCE CORPORATION
(WESTERN), the corporation which executed the foregoing instrument and that he signed his
name thereto by order of the Board of Directors of said corporation.



Notary Public

EXHIBIT A
TO
TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT

List of Trademarks and Trademark Applications

[See attached]

Intellectual Property

1. Company: **MPC Computers, LLC**

(a) Trademarks

(i) Owned

MARK/OWNER/COUNTRY	FIRM	RENEWAL DATE	IDENTIFYING NUMBERS / STATUS
ADDITIONS ("Everest Project") MicronPC, LLC United States			Filing Date: April 2, 1998 Serial No.: 75461526 Registration Date: January 25, 2000 Registration No.: 2,310,576 Docket No. 97.01625.23 Status: Registered: Will not renew, however.
Assigned to MPC LLC (4.15 list) ARROW DESIGN Micron Electronics, Inc. Australia			Filing Date: March 13, 1990 Serial No.: 530534 Registration Date: March 13, 1990 Registration No.: 530534 Docket No.: 90.00022.02 Status: Registered; Will not renew, however.
Assigned to MPC LLC (4.15 list) ARROW DESIGN Micron Electronics, Inc. Canada			Filing Date: February 26, 1993 Serial No.: 723642 Registration Date: August 12, 1994 Registration No.: 431768 Docket No.: 90.00022.05 Status: Registered; Will not renew, however.
Assigned to MPC LLC (4.15 list) ARROW DESIGN Micron Electronics, Inc. China			Filing Date: January 10, 1994 Serial No.: 94003150 Registration Date: December 28, 1995 Registration No.: 802690 Docket No.: 90.00022.07 Status: Registered; Will not renew, however.
Assigned to MPC LLC (4.15 list) ARROW DESIGN Micron Electronics, Inc. Colombia			Filing Date: January 7, 1993 Serial No.: 373687 Registration Date: December 30, 1994 Registration No.: 171129 Docket No.: 90.00022.08 Status: Registered; Will not renew, however.
Assigned to MPC LLC (4.15 list)			Status: Registered; Will not renew, however.

MARK/OWNER/COUNTRY	FIRM	RENEWAL DATE	IDENTIFYING NUMBERS / STATUS
ARROW DESIGN Micron Electronics, Inc. Mexico			Filing Date: March 29, 1993 Serial No.: 164372 Registration Date: September 10, 1993 Registration No.: 441745 Docket No.: 90.00022.24 Status: Registered; Will not renew, however.
Assigned to MPC LLC (4.15 list)			
ARROW DESIGN Micron Electronics, Inc. United Kingdom			Filing Date: March 12, 1990 Serial No.: 1417294 Registration Date: March 12, 1990 Registration No.: 1417294 Docket No.: 90.00022.37 Status: Registered; Will not renew, however.
Assigned to MPC LLC (4.15 list)			
CLIENTPRO MPC Computers, LLC Japan	Wong, Cabello, Lutsch, Rutherford & Bruccleri, L.L.P.	June 26, 2008	Filing Date: March 24, 1997 Serial No.: 31393/1997 Registration Date: June 26, 1998 Registration No.: 4160386 Docket No. 96.01938.02 Status: Registered.
Assigned to MPC LLC (4.15 list)			
CLIENTPRO MPC Computers, LLC Canada	Wong, Cabello, Lutsch, Rutherford & Bruccleri, L.L.P.	October 6, 2013	Filing Date: March 27, 1997 Serial No.: Registration Date: Registration No.: TMA 501.860 Docket No. 96.01938.01 Status: Registered.
Assigned to MPC LLC (4.15 list)			
CLIENTPRO MPC Computers, LLC United States	In House	May 6, 2007	Filing Date: May 15, 1996 Serial No.: 75104736 Registration Date: May 6, 1997 Registration No.: 2,059,221 Docket No. 96.01938 Status: Registered.
Assigned to MPC LLC (4.15 list)			
CLUSTERCONNE CT NetFrame Systems, Inc. European Community			Filing Date: June 26, 1996 Serial No.: 279839 Registration Date: February 19, 1999 Registration No.: EU279836 Docket No.: 95.01413.01 Status: Registered; Will not renew, however.
Assigned to MPC LLC (4.15 list)			

MARK/OWNER/COUNTRY	FIRM	RENEWAL DATE	IDENTIFYING NUMBERS / STATUS
CLUSTERCONNECT MicronPC, LLC United States			Filing Date: December 26, 1996 Serial No.: 75/036,511 Registration Date: December 1, 1998 Registration No.: 2,207,415 Docket No.: 95.01413.00 Status: Registered. Will not renew however.
Assigned to MPC LLC (4.15 list)			
CLUSTERDATA NetFrame Systems, Inc. European Community			Filing Date: June 26, 1996 Serial No.: 279901 Registration Date: October 23, 1998 Registration No.: 279901 Docket No.: 96.02015.01 Status: Registered; Will not renew, however.
Assigned to MPC LLC (4.15 list)			
CLUSTERSTORE NetFRAME Systems, Inc. European Community			Filing Date: June 27, 1996 Serial No.: Registration Date: Registration No.: EU279786 Docket No. 95.01411.01 Status: Registered. Will not renew however.
Assigned to MPC LLC (4.15 list)			
COMPUTERS NOW! MicronPC, LLC United States			Filing Date: December 5, 1988 Serial No.: 73/767,227 Registration Date: November 21, 1989 Registration No.: 1,567,655 Docket No.: 88.00063.00 Status: Registered: Will not renew, however.
Assigned to MPC LLC (4.15 list)			
CONNECTED SUPPORT MicronPC, LLC United States			Filing Date: June 30, 2000 Serial No.: 76/083537 Registration Date: August 14, 2001 Registration No.: 2477852 Docket No. 00.02129 Status: Registered. Will not renew, however.
Assigned to MPC LLC (4.15 list)			
CONNECTEDSUPPORT.COM MicronPC, LLC United States			Filing Date: June 30, 2000 Serial No.: 76/081228 Registration Date: August 14, 2001 Registration No.: 2477844 Docket No. 00.02274 Status: Registered. Will not renew, however.
Assigned to MPC LLC (4.15 list)			

MARK/OWNER/COUNTRY	FIRM	RENEWAL DATE	IDENTIFYING NUMBERS / STATUS
INTRAPULSE MicronPC, LLC United States			Filing Date: October 16, 1996 Serial No.: 75/182,243 Registration Date: March 16, 1999 Registration No.: 2,232,661 Docket No.: 96.02021.00
Assigned to MPC LLC (4.15 list)			Status: Registered: Will not renew, however.
MILLENNIA MPC Computers, LLC Canada	Wong, Cabello, Lutsch, Rutherford & Brucculeri, L.L.P.	May 12, 2018	Filing Date: January 8, 1997 Serial No.: 833054 Registration Date: May 12, 2003 Registration No.: TMA 581,247 Docket No.: 95.01363.01
Assigned to MPC LLC (4.15 list)			Status: Registered.
MILLENNIA MPC Computers, LLC United States	In House	June 10, 2007	Filing Date: August 1, 1995 Serial No.: 74/709,774 Registration Date: 2,068,451 Registration No.: June 10, 1997 Docket No. 95.01363
Assigned to MPC LLC (4.15 list)			Status: Registered.
MILLENNIA Micron Electronics, Inc. Japan	Wong, Cabello, Lutsch, Rutherford & Brucculeri, L.L.P.		Filing Date: February 18, 1997 Serial No.: 16400/97 Registration Date: Registration No.: Docket No.: 95.01363.02
Assigned to MPC LLC (4.15 list)			Status: FILED.
MPC (word) MPC Computers, LLC United States	In House		Filing Date: July 17, 2002 Serial No.: 78/144974 Registration Date: February 24, 2004 Registration No.: 2,818,409 Docket No.: 02.00869.00
			Status: Registered.
MPC (stylized) MPC Computers, LLC United States	In House		Filing Date: December 6, 2002 Serial No.: 78/192049 Registration Date: November 30, 2004 Registration No.: 2,907,215 Docket No.: 02.01199.00
			Status: Registered.
MULTIMEDIA Xcitement Pak MicronPC, LLC United States			Filing Date: May 12, 1997 Serial No.: 75290092 Registration Date: December 1, 1998 Registration No.: 2,206,647 Docket No. 96.01940
Assigned to MPC LLC (4.15 list)			Status: Registered: Will not renew, however.

MARK/OWNER/COUNTRY	FIRM	RENEWAL DATE	IDENTIFYING NUMBERS / STATUS
NETFRAME MPC Computers, LLC United States	In House	November 21, 2009	Filing Date: January 25, 1989 Serial No.: 73/776,724 Registration Date: November 21, 1989 Registration No.: 1,566,880 Docket No.: 89.00020.00 Status: Registered. Name change to MPC Computers recorded with USPTO; r
Assigned to MPC LLC (4.15 list)			
NETFRAME MPC Computers, LLC Canada	Wong, Cabello, Lutsch, Rutherford & Brucculeri, L.L.P.	April 15, 2009	Filing Date: February 26, 1993 Serial No.: 723641 Registration Date: April 15, 1994 Registration No.: 426347 Docket No.: 93.00671.00 Status: Registered.
Assigned to MPC LLC (4.15 list)			
NETFRAME MicronPC, LLC European Community	Wong, Cabello, Lutsch, Rutherford & Brucculeri, L.L.P.	April 1, 2006	Filing Date: April 1, 1996 Serial No.: 138933 Registration Date: July 9, 1998 Registration No.: 138933 Docket No.: 89.00020.05 Status: Registered.
Assigned to MPC LLC (4.15 list)			
NETFRAME Micron Electronics, Inc. Ireland			Filing Date: January 6, 1993 Serial No.: 69/3 Registration Date: January 6, 1993 Registration No.: 155448 Docket No.: 93.00671.02 Status: Registered. Will not renew, however.
Assigned to MPC LLC (4.15 list)			
NETFRAME Micron Electronics, Inc. Korea	Wong, Cabello, Lutsch, Rutherford & Brucculeri, L.L.P.	June 19, 2002 RENEWAL IN PROGRESS	Filing Date: May 16, 1990 Serial No.: 13888/90 Registration Date: December 19, 1991 Registration No.: 228689 Docket No.: 90.00027.05 Status: Registered; Trademark Assignment in Progress
Assigned to MPC LLC (4.15 list)			
NETFRAME NetFrame Systems, Inc. Malaysia	Wong, Cabello, Lutsch, Rutherford & Brucculeri, L.L.P.		Filing Date: December 13, 1993 Serial No.: Registration Date: Registration No.: 93/09967 Docket No. 89.00020.07 Status: Filed; Trademark Assignment in Progress

MARK/OWNER/COUNTRY	FIRM	RENEWAL DATE	IDENTIFYING NUMBERS / STATUS
NetFRAME - block NetFrame Systems, Inc. Canada	Wong, Cabello, Lutsch, Rutherford & Bruculeri, L.L.P.	April 15, 2009	Filing Date: February 26, 1993 Serial No.: Registration Date: Registration No.: 426347 Docket No. 93.00671.00 Status: Registered; Trademark Assignment in Progress
NetFRAME - block NetFrame Systems, Inc. Costa Rica			Filing Date: May 25, 1993 Serial No.: Registration Date: Registration No.: 84.386 Docket No. 93.00671.01 Status: Registered; will not renew however.
NetFRAME - design Micron Electronics, Inc. Portugal			Filing Date: January 7, 1993 Serial No.: Registration Date: Registration No.: 288.503 Docket No. 90.00022.28 Status: Registered; will not renew however.
NetFRAME - design MicronPC, LLC Switzerland Assigned to MPC LLC in Nov. '02	Wong, Cabello, Lutsch, Rutherford & Bruculeri, L.L.P.	July 9, 2010	Filing Date: July 9, 1990 Serial No.: Registration Date: June 25, 2002 Registration No.: 385114 Docket No. 90.00022.33 Status: Registered.
NETFRAME (Stylized) NetFrame Systems, Inc. Brazil Assigned to MPC LLC (4.15 list)	Wong, Cabello, Lutsch, Rutherford & Bruculeri, L.L.P.		Filing Date: Serial No.: Registration Date: November 15, 1994 Registration No.: 817166319 Docket No.: 90.00028.01 Status: Registered; Will not renew, however.
NETFRAME (Stylized) MicronPC, LLC Switzerland Assigned to MPC LLC (4.15 list)			Filing Date: July 9, 1990 Serial No.: 5268/1990.8 Registration Date: September 12, 1991 Registration No.: 385115 Docket No.: 90.00028.16 Status: Registered; will not renew, however

MARK/OWNER/COUNTRY	FIRM	RENEWAL DATE	IDENTIFYING NUMBERS / STATUS
NETFRAME (Stylized) NetFrame Systems, Inc. Australia			Filing Date: March 13, 1990 Serial No.: 530533 Registration Date: March 13, 1990 Registration No.: 530533 Docket No.: 89.00020.04 Status: Registered; will not renew, however.
Assigned to MPC LLC (4.15 list)			
NETFRAME (Stylized) MicronPC, LLC Chile	Wong, Cabello, Lutsch, Rutherford & Brucculeri, L.L.P.	December 1, 2013	Filing Date: March 24, 1993 Serial No.: 235400 Registration Date: October 26, 1993 Registration No.: 680.032 (was 415.115) Docket No.: 90.00028.02 Status: Registered.
Assigned to MPC LLC (4.15 list)			
NETFRAME (Stylized) MicronPC, LLC Colombia	Wong, Cabello, Lutsch, Rutherford & Brucculeri, L.L.P.	January 20, 2005	Filing Date: January 7, 1993 Serial No.: 373688 Registration Date: January 20, 1995 Registration No.: 173150 Docket No.: 90.00028.03 Status: Registered.
Assigned to MPC LLC (4.15 list)			
NETFRAME (Stylized) NetFrame Systems, Inc. Denmark	Wong, Cabello, Lutsch, Rutherford & Brucculeri, L.L.P.	January 17, 2012	Filing Date: March 5, 1990 Serial No.: 03605/1990 Registration Date: June 27, 1992 Registration No.: VR00.2031992 Docket No.: 90.00028.04 Status: Registered; Trademark assignment in progress
Assigned to MPC LLC (4.15 list)			
NETFRAME (Stylized) MicronPC, LLC European Community	Wong, Cabello, Lutsch, Rutherford & Brucculeri, L.L.P.	April 1, 2006	Filing Date: April 1, 1996 Serial No.: 139022 Registration Date: November 25, 1998 Registration No.: 139022 Docket No.: 90.00028.05 Status: Registered.
Assigned to MPC LLC (4.15 list)			

MARK/OWNER/COUNTRY	FIRM	RENEWAL DATE	IDENTIFYING NUMBERS / STATUS
NETFRAME (Stylized) MicronPC, LLC United Kingdom	Wong, Cabello, Lutsch, Rutherford & Brucculeri, L.L.P.	March 12, 2007	Filing Date: March 12, 1990 Serial No.: 1417306 Registration Date: March 12, 1990 Registration No.: 1417306 Docket No.: 90.00028.17 Status: Registered.
Assigned to MPC LLC (4.15 list)			
NETFRAME (Stylized) NetFrame Systems, Inc. India	Wong, Cabello, Lutsch, Rutherford & Brucculeri, L.L.P.		Filing Date: February 15, 1993 Serial No.: 590831 Registration Date: Registration No.: Docket No.: 90.00028.09 Status: Filed.
Assigned to MPC LLC (4.15 list)			
NETFRAME (Stylized) MicronPC, LLC Japan	Wong, Cabello, Lutsch, Rutherford & Brucculeri, L.L.P.	May 31, 2013	Filing Date: May 16, 1990 Serial No.: 2/55182 Registration Date: May 31, 1993 Registration No.: 2541076 Docket No.: 90.00028.12 Status: Registered.
Assigned to MPC LLC (4.15 list)			
NETFRAME (Stylized) NetFrame Systems, Inc. Malaysia	Wong, Cabello, Lutsch, Rutherford & Brucculeri, L.L.P.		Filing Date: December 21, 1993 Serial No.: 93/09967 Registration Date: Registration No.: Docket No.: 89.00020.07 Status: Filed.
Assigned to MPC LLC (4.15 list)			
NETFRAME (Stylized) MicronPC, LLC Norway	Wong, Cabello, Lutsch, Rutherford & Brucculeri, L.L.P.	September 24, 2012	Filing Date: September 14, 1990 Serial No.: 904665 Registration Date: September 24, 1992 Registration No.: 152.404 Docket No.: 90.00028.13 Status: Registered.
Assigned to MPC LLC (4.15 list)			

MARK/OWNER/COUNTRY	FIRM	RENEWAL DATE	IDENTIFYING NUMBERS / STATUS
NETFRAME (Stylized) MicronPC, LLC Saudi Arabia	Wong, Cabello, Lutsch, Rutherford & Bruccleri, L.L.P.	July 31, 2012	Filing Date: March 31, 1993 Serial No.: 20434 Registration Date: February 16, 1994 Registration No.: 300/48 Docket No.: 90.00028.14 Status: Registered.
Assigned to MPC LLC (4.15 list)			
NETFRAME (Stylized) MicronPC, LLC Singapore	Wong, Cabello, Lutsch, Rutherford & Bruccleri, L.L.P.	May 22, 2007	Filing Date: May 22, 1990 Serial No.: 3665/90 Registration Date: May 22, 1990 Registration No.: 3665/90 Docket No.: 90.00028.15 Status: Registered.
Assigned to MPC LLC (4.15 list)			
NETFRAME and Arrow Design Micron Electronics, Inc. Indonesia			Filing Date: July 20, 1993 Serial No.: H4HC01019782 Registration Date: October 17, 1994 Registration No.: 313480 Docket No.: 90.00027.02 Status: Registered; will not renew, however.
Assigned to MPC LLC (4.15 list)			
OCCIDENTAL Micron Electronics, Inc. Japan	Wong, Cabello, Lutsch, Rutherford & Bruccleri, L.L.P.	June 30, 2005	Filing Date: July 22, 1992 Serial No.: Registration Date: Registration No.: 3048924 Docket No. 92.00732.05 Status: Registered.
Assigned to MPC LLC (4.15 list)			
POWERDIGM MPC Computers, LLC United States	In House	May 4, 2009	Filing Date: May 6, 1997 Serial No.: 75/287,753 Registration Date: May 4, 1999 Registration No.: 2,242,424 Docket No. 97.01626 Status: Registered. Name change to MPC Computers recorded with USPTO; re
Assigned to MPC LLC (4.15 list)			
READY NET GO NetFRAME Systems, Inc. Australia			Filing Date: September 4, 1996 Serial No.: 716658 Registration Date: September 4, 1996 Registration No.: 716658 Docket No.: 96.02014.01 Status: Registered; Will not renew, however.
Assigned to MPC LLC (4.15 list)			

MARK/OWNER/COUNTRY	FIRM	RENEWAL DATE	IDENTIFYING NUMBERS / STATUS
READY NET GO Micron Electronics, Inc. Canada			Filing Date: September 4, 1996 Serial No.: 822314 Registration Date: April 27, 2000 Registration No.: 527060 Docket No.: 96.02014.02 Status: Registered; Will not renew, however.
Assigned to MPC LLC (4.15 list)			
READY NET GO Micron Electronics, Inc. European Community			Filing Date: September 5, 1996 Serial No.: 354217 Registration Date: July 12, 1999 Registration No.: 354217 Docket No.: 96.02014.04 Status: Registered; Will not renew, however.
Assigned to MPC LLC (4.15 list)			
READY NET GO NetFrame Systems, Inc. Korea			Filing Date: September 4, 1996 Serial No.: 39363/96 Registration Date: June 22, 1998 Registration No.: 405694 Docket No.: 96.02014.06 Status: Registered; Will not renew, however.
Assigned to MPC LLC (4.15 list)			
READY NET GO NetFrame Systems, Inc. New Zealand			Filing Date: September 4, 1996 Serial No.: 266650 Registration Date: September 4, 1996 Registration No.: 266650 Docket No.: 96.02014.08 Status: Registered; Will not renew, however.
Assigned to MPC LLC (4.15 list)			
READY NET GO NetFrame Systems, Inc. Singapore			Filing Date: September 4, 1006 Serial No.: 9457/96 Registration Date: June 23, 1999 Registration No.: T96/09457Z Docket No.: 96.02014.09 Status: Registered; Will not renew, however.
Assigned to MPC LLC (4.15 list)			
TRANSPORT Micron Electronics, Inc. Canada	Wong, Cabello, Lutsch, Rutherford & Bruculeri, L.L.P.	October 15, 2013	Filing Date: February 12, 1997 Serial No.: 836210 Registration Date: October 15, 1998 Registration No.: TMA502299 Docket No.: 96.01944.01 Status: Registered.
Assigned to MPC LLC (4.15 list)			

MARK/OWNER/COUNTRY	FIRM	RENEWAL DATE	IDENTIFYING NUMBERS / STATUS
TRANSPORT MPC Computers, LLC United States	In House	September 9, 2007	Filing Date: September 13, 1996 Serial No.: 75/166,302 Registration Date: September 9, 1997 Registration No.: 2,095,087 Docket No. 96.01944 Status: Registered.
Assigned to MPC LLC (4.15 list)			
ZEOS MicronPC, LLC United States			Filing Date: April 8, 1987 Serial No.: 74/653,913 Registration Date: October 27, 1987 Registration No.: 1,462,656 Docket No.: 87.00002.00 Status: Registered; Will not renew, however.
Assigned to MPC LLC (4.15 list)			
ZEOS Micron Electronics, Inc. Australia			Filing Date: June 23, 1989 Serial No.: 513504 Registration Date: March 23, 1993 Registration No.: A513504 Docket No.: 87.00002.02 Status: Registered; Will not renew, however.
Assigned to MPC LLC (4.15 list)			
ZEOS Micron Electronics, Inc. Benelux			Filing Date: March 27, 1991 Serial No.: 761604 Registration Date: March 27, 1991 Registration No.: 496474 Docket No.: 87.00002.04 Status: Registered; Will not renew, however.
Assigned to MPC LLC (4.15 list)			
ZEOS Micron Electronics, Inc. Canada			Filing Date: June 6, 1989 Serial No.: 633664 Registration Date: December 7, 1990 Registration No.: 1,462,656 Docket No.: 87.00002.07 Status: Registered; Will not renew, however.
Assigned to MPC LLC (4.15 list)			
ZEOS Micron Electronics, Inc. Switzerland			Filing Date: March 11, 1992 Serial No.: 2380/92 Registration Date: October 30, 1992 Registration No.: 396254 Docket No.: 87.00002.39 Status: Registered; Will not renew, however.
Assigned to MPC LLC (4.15 list)			

MARK/OWNER/COUNTRY	FIRM	RENEWAL DATE	IDENTIFYING NUMBERS / STATUS
ZEOS Micron Electronics, Inc. China			Filing Date: April 8, 1992 Serial No.: 92015412 Registration Date: February 28, 1993 Registration No.: 631800 Docket No.: 87.00002.30 Status: Registered; Will not renew, however.
Assigned to MPC LLC (4.15 list)			
ZEOS Micron Electronics, Inc. Germany			Filing Date: June 19, 1990 Serial No.: Z10410/9WZ Registration Date: August 21, 1991 Registration No.: 1180419 Docket No.: 87.00002.22 Status: Registered; Will not renew, however.
Assigned to MPC LLC (4.15 list)			
ZEOS Micron Electronics, Inc. Denmark			Filing Date: April 5, 1991 Serial No.: 2509/91 Registration Date: January 20, 1995 Registration No.: 00386/95 Docket No.: 87.00002.10 Status: Registered; Will not renew, however.
Assigned to MPC LLC (4.15 list)			
ZEOS Micron Electronics, Inc. France			Filing Date: June 15, 1990 Serial No.: 217828 Registration Date: June 15, 1990 Registration No.: 1597504 Docket No.: 87.00002.13 Status: Registered; Will not renew, however.
Assigned to MPC LLC (4.15 list)			
ZEOS Micron Electronics, Inc. Norway			Filing Date: February 13, 1992 Serial No.: 920721 Registration Date: November 11, 1993 Registration No.: 160007 Docket No.: 87.00002.29 Status: Registered; Will not renew, however.
Assigned to MPC LLC (4.15 list)			
ZEOS Micron Electronics, Inc. Russia			Filing Date: April 24, 1991 Serial No.: 134904 Registration Date: December 6, 1991 Registration No.: 100680 Docket No.: 87.00002.33 Status: Registered; Will not renew, however.
Assigned to MPC LLC (4.15 list)			

**MARK/OWNER/C FIRM
OUNTRY**

ZEOS
Micron Electronics,
Inc.
United Kingdom

Assigned to MPC
LLC (4.15 list)

**RENEWAL
DATE**

IDENTIFYING NUMBERS / STATUS

Filing Date: June 19, 1989
Serial No.: 1385260
Registration Date: January 31, 1992
Registration No.: 1385260
Docket No.: 87.00002.06

Status: Registered; Will not renew, however.

EXHIBIT B
TO
TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT

List of Licensed Trademarks

Microsoft

Designed for
Microsoft Windows
Intel Inside

Trinitron

MPEG LA

Fire Wire

Alienware

Pinnacle Studio

Ahead

Micron

EXHIBIT C
TO
TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT

Form of Special Power of Attorney

SPECIAL POWER OF ATTORNEY

STATE OF)
) ss.:
COUNTY OF)

KNOW ALL MEN BY THESE PRESENTS, that MPC COMPUTERS, LLC ("Debtor"), having an office at 906 East Karcher Road, Nampa, Idaho 83687 hereby appoints and constitutes, WACHOVIA CAPITAL FINANCE CORPORATION (WESTERN), as Agent ("Secured Party"), and each of its officers, 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. Execution and delivery of any and all agreements, documents, instrument of assignment, or other papers which Secured Party, in its discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all right, title, and interest of Debtor in and to any trademarks and all registrations, recordings, reissues, extensions, and renewals thereof, or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to the foregoing.

2. Execution and delivery of any and all documents, statements, certificates or other papers which Secured Party, in its discretion, deems necessary or advisable to further the purposes described in Subparagraph 1 hereof.

This Power of Attorney is made pursuant to a Trademark Collateral Assignment and Security Agreement, dated of even date herewith, between Debtor and Secured Party (the "Security Agreement") and is subject to the terms and provisions thereof. This Power of Attorney, being coupled with an interest, is irrevocable until all "Obligations", as such term is defined in the Security Agreement, are paid in full and the Security Agreement is terminated in writing by Secured Party.

Dated: _____, 2005

MPC COMPUTERS, LLC

By: _____

Title: _____

536367.3

STATE OF)
) ss.:
COUNTY OF)

On the __ day of _____, 2005, before me personally came _____, to me known, who being by me duly sworn, did depose, acknowledge and say that he is the _____ of MPC COMPUTERS, LLC, the limited liability company which executed the foregoing instrument and that he signed his name thereto by order of the manager of said limited liability company.

Notary Public

536367.3