

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Security Interest and Assignment

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Bruce E. Adamson		03/30/2006	INDIVIDUAL: UNITED STATES
Arthur Schuurs		03/31/2006	INDIVIDUAL: UNITED STATES
MACDONALD COMPUTER SYSTEMS, INC.f/k/a ICI ACQUISITION CORP.		03/30/2006	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	WRENCHEAD, INC.
Street Address:	108 Corporate Drive
City:	White Plains
State/Country:	NEW YORK
Postal Code:	10604
Entity Type:	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Registration Number:	2227529	MACCEL
Registration Number:	2230220	MACCEL
Registration Number:	2419448	PART-SELECT

**CORRESPONDENCE DATA**

Fax Number: (202)728-0744  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 2027216405  
 Email: christine.wilson@thomson.com  
 Correspondent Name: Akerman Senterfitt  
 Address Line 1: 401 East Jackson Street  
 Address Line 2: Suite 1700  
 Address Line 4: Tampa, FLORIDA 33602

CH \$90.00 2227529

NAME OF SUBMITTER:	Christine Wilson
Signature:	/CHRISTINE WILSON/
Date:	04/04/2006

**Total Attachments: 31**

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**U.S. TRADEMARK**

**RELEASE OF SECURITY INTEREST AND ASSIGNMENT**

**THIS RELEASE OF SECURITY INTEREST AND ASSIGNMENT** (the "Assignment") is made as of the 30<sup>th</sup> day of March, 2006, by **BRUCE E. ADAMSON**, a United States individual, and **ARTHUR SCHUURS**, a United States individual (collectively, the "Co-Assignors"), located at 18691 Cumnock Place, Northridge, California 91326, **WRENCHHEAD, INC.**, a Delaware corporation (the "Assignee"), and **MACDONALD COMPUTER SYSTEMS, INC.** a Delaware corporation f/k/a **ICI ACQUISITION CORP.**, and a wholly owned subsidiary of the Assignee ("MacDonald"), located at 108 Corporate Park Drive, Suite 108, White Plains, New York 10604.

**WHEREAS**, as of March 7, 2003, the Co-Assignors, the Assignee, and MacDonald entered into a Security Agreement (Intellectual Property) (the "Security Agreement"), a true and correct copy of which is attached hereto as **Exhibit A**.

**WHEREAS**, pursuant to the Security Agreement, MacDonald and the Assignee granted a security interest, as defined in the Security Agreement (the "Security Interest"), to the Co-Assignors in the trademarks (the "Trademarks") identified on **Exhibit B**.

**WHEREAS**, as of March 30, 2006, the obligations of Section 10(f) of the Security Agreement were satisfied, and the Security Interest in the Trademarks was automatically released (the "Automatic Release").

**WHEREAS**, incident to the Automatic Release, the Co-Assignors have agreed to execute and deliver all Uniform Commercial Code termination statements, release statements, and similar documents that MacDonald and the Assignee may reasonably request.

**WHEREAS**, MacDonald wishes to sell, assign, and transfer to the Assignee its entire right, title, and interest in and to the Trademarks, the applications and registrations therefor, and the goodwill of the business connected with the use of and symbolized by the Trademarks.

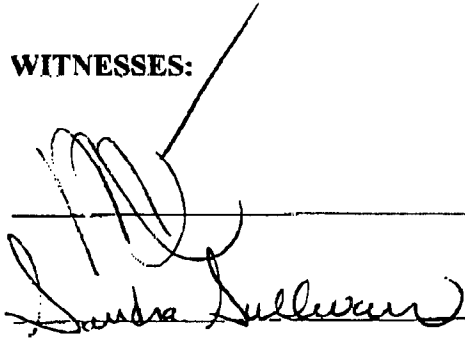
**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, (1) the Co-Assignors hereby confirm and memorialize the Automatic Release, and (2) MacDonald hereby sells, assigns, and transfers to the Assignee its entire right, title, and interest in and to the Trademarks, the applications and registrations therefor, and the goodwill of the business connected with the use of and symbolized by the Trademarks, together with the right to sue and recover for any past or future infringements of the Trademarks.

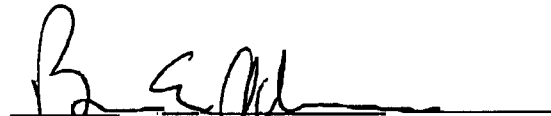
**FURTHER**, the Co-Assignors agree to execute and provide promptly such further instruments, documents, or assignments as may be reasonably necessary to effectuate the purposes of these transactions and to consolidate, vest, and record in the Assignee the Co-Assignors' rights in and to the Trademarks.

**FURTHER**, this Assignment may be executed contemporaneously in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the parties have executed this Release of Security Interest and Assignment as of the date first above written.

**WITNESSES:**

  
\_\_\_\_\_

  
\_\_\_\_\_  
**BRUCE E. ADAMSON**

**WITNESSES:**

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
**ARTHUR SCHUURS**

(collectively, the "Co-Assignors")

**WITNESSES:**

\_\_\_\_\_  
\_\_\_\_\_

**MACDONALD                      COMPUTER  
SYSTEMS, INC.**

By: \_\_\_\_\_  
Marc C. Bergschneider, Chairman

("MacDonald")

**WITNESSES:**

\_\_\_\_\_  
\_\_\_\_\_

**WRENCHHEAD, INC.**

By: \_\_\_\_\_  
Marc C. Bergschneider, Chairman

(the "Assignee")

FURTHER, this Assignment may be executed contemporaneously in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Release of Security Interest and Assignment as of the date first above written.

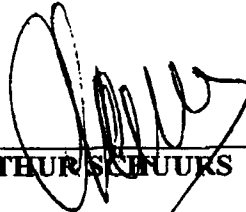
WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
BRUCE E. ADAMSON

WITNESSES:

*M. Schuurs*  
\_\_\_\_\_  
\_\_\_\_\_

  
\_\_\_\_\_  
ARTEUR SCHUURS  
(collectively, the "Co-Assignors")

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_

MACDONALD                      COMPUTER  
SYSTEMS, INC.

By: \_\_\_\_\_  
Marc C. Bergschneider, Chairman  
("MacDonald")

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_

WRENCHHEAD, INC.  
  
By: \_\_\_\_\_  
Marc C. Bergschneider, Chairman  
(the "Assignee")

**FURTHER**, this Assignment may be executed contemporaneously in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the parties have executed this Release of Security Interest and Assignment as of the date first above written.

**WITNESSES:**

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
**BRUCE E. ADAMSON**

**WITNESSES:**

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
**ARTHUR SCHUURS**

(collectively, the "Co-Assignors")

**WITNESSES:**

*Nancy R. Jamieson*  
\_\_\_\_\_  
\_\_\_\_\_

**MACDONALD COMPUTER  
SYSTEMS, INC.**

By: *Marc C. Bergschneider*  
\_\_\_\_\_  
Marc C. Bergschneider, Chairman

("MacDonald")

**WITNESSES:**

*Nancy R. Jamieson*  
\_\_\_\_\_  
\_\_\_\_\_

**WRENCHEAD, INC.**

By: *Marc C. Bergschneider*  
\_\_\_\_\_  
Marc C. Bergschneider, Chairman

(the "Assignee")

**EXHIBIT A**  
**SECURITY AGREEMENT**  
**(INTELLECTUAL PROPERTY)**

**Attached hereto and made a part hereof.**

**SECURITY AGREEMENT  
(INTELLECTUAL PROPERTY)**

THIS SECURITY AGREEMENT (INTELLECTUAL PROPERTY), dated as of March 7, 2003 (the "Agreement"), is entered into by and between Wrenthead, Inc , a Delaware corporation ("Wrenthead"), and ICI Acquisition Corp , a Delaware corporation ("ICI") and hereafter jointly and severally with Wrenthead the "Debtor"), on the one hand, and Bruce E Adamson, an individual ("Adamson"), and Arthur Schuurs ("Schuurs" and together with Adamson, the "Secured Party") on the other hand.

**RECITALS**

A Wrenthead has issued to each of Adamson and Schuurs a Promissory Note dated as of the date hereof, as amended, supplemented or otherwise modified from time to time including, without limitation, any replacements or substitutions thereof (collectively the "Notes").

B It is a condition precedent to the Secured Party accepting the Notes that the Debtor execute and deliver to the Secured Party a security agreement in substantially the form hereof.

C ICI presently is a wholly-owned subsidiary of Wrenthead. MacDonald Computer Service, a California corporation, ("MCS") was acquired by Wrenthead pursuant to a merger of MCS with and into ICI whereby the name ICI Acquisition Corp was (or will be) changed to MacDonald Computer Systems, Inc. and ICI presently holds the Collateral as that term is defined below.

D The Debtor wishes to grant a security interest in favor of the Secured Party as herein provided.

**AGREEMENT**

NOW, THEREFORE, in consideration of the above recitals and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Debtor hereby agrees, for the benefit of the Secured Party, as follows:

1. **Definitions and Interpretation.** When used in this Security Agreement, the following terms shall have the following respective meanings:

"Collateral" shall have the meaning given to that term in Section 2 hereof

"Copyright Office" shall mean the United States Copyright Office or any successor office or agency thereto.

"Copyright Registrations" shall mean Copyrights registered with the Copyright Office.

"Copyrights" shall have the meaning given to that term in Attachment 1 hereto.



“Credit Documents” means the Notes and this Security Agreement

“Debtor” shall have the meaning given to that term in the introductory paragraph hereof

“Events of Default” means “Events as Default” as such term is defined in the Notes together with the failure of the Debtor to pay or perform any of the Secured Obligations as and when due to be paid or performed under the terms of this Agreement and the failure of any representation or warranty of Debtor in this Agreement to be true and correct when made.

“Lien” shall mean, with respect to any property, any security interest, mortgage, pledge, lien, charge or other encumbrance (other than a license of intellectual property granted in the ordinary course of business), or any agreement to provide any of the foregoing

“Notes” shall have the meaning given to that term in Recital A hereof.

“Patent and Trademark Office” shall mean the United States Patent and Trademark Office or any successor office or agency thereto

“Patent Applications” shall mean all applications made by, or on behalf of, the Debtor to the Patent and Trademark Office.

“Patent Registrations” shall mean all Patents registered with the Patent and Trademark Office.

“Patents” shall have the meaning given to that term in Attachment 1 hereto

“Secured Obligations” shall mean and include all of the indebtedness, obligations, and liabilities of the Debtor to the Secured Party, individually, or collectively, whether direct or indirect, joint or several, absolute or contingent, due or to become due, now existing or hereafter arising under or in respect of the Notes, any promissory notes or other instruments or agreements executed and delivered in amendment thereof or replacement or substitution therefor or otherwise pursuant thereto or in connection therewith, or this Security Agreement and each other security agreement between the Debtor and the Secured Party that is related to the Notes.

“Secured Party” shall have the meaning given to that term in the introductory paragraph hereof, provided, however, that any action required or permitted to be taken on behalf of Secured Party may be taken only by Bruce E. Adamson so long as he holds any Notes without the need for consent of any other holder of Notes.

“Trade Secrets” shall have the meaning given to that term in Attachment 1 hereto

“Trademark Registrations” shall mean Trademarks registered with the Patent and Trademark Office.

“Trademarks” shall have the meaning given to that term in Attachment 1 hereto.

"UCC" means the Uniform Commercial Code as the same may, from time to time, be in effect in the State of California; provided, however, in the event that, by reason of mandatory provisions of law, any or all of the attachment, perfection or priority of the Secured Party's security interest in any collateral is governed by the Uniform Commercial Code as in effect in a jurisdiction other than the State of California, the term "UCC" shall mean the Uniform Commercial Code as in effect in such other jurisdiction for purposes of the provisions hereof relating to such attachment, perfection of priority and for purposes of definitions related to such provisions.

Unless otherwise defined herein, all other capitalized terms used herein and defined in the Notes shall have the respective meanings given to those terms in the Notes, and all terms defined in the UCC shall have the respective meanings given to those terms in the UCC.

2. **Grant of Security Interest.** As security for the full, prompt, complete and final payment when due (whether at stated maturity, by acceleration or otherwise) and prompt performance and observance of all the Secured Obligations, and in order to induce the Secured Party to enter into the Notes and to make loans and other financial accommodations available to and for the benefit of the Debtor upon the terms and subject to the conditions thereof, the Debtor hereby assigns, conveys, mortgages, pledges, grants, hypothecates and transfers to the Secured Party a security interest in all right, title and interest of the Debtor in and to the property described in Attachment 1 hereto, whether now owned or hereafter acquired (collectively and severally, the "Collateral"), which Attachment 1 is incorporated herein by this reference.

3. **Relation to Other Security Document.** The provisions of this Agreement shall be read and construed with the other Security Documents (so defined) referred to herein in the manner so indicated. Concurrently herewith Debtor is also executing and delivering to the Secured Party the "Trademark Security Agreement" (so defined) pursuant to which the Debtor is granting to the Secured Party security interests in certain Collateral including trademarks, service marks, and trademark and service mark rights, together with the goodwill appurtenant thereto. The provisions of the Trademark Security Agreement are supplemental to the provisions of this Agreement and nothing contained in the Trademark Security Agreement shall derogate from any of the rights or remedies of the Secured Party hereunder. Neither the delivery of, nor anything contained in, the Trademark Security Agreement, shall be deemed to prevent or postpone the time of attachment or perfection of any security interest in such Collateral created hereby.

4. **Representations and Warranties.** The Debtor represents and warrants to the Secured Party as follows:

(a) To the extent the Debtor acquired such Collateral from MCS, the Debtor has good and valid rights in, and/or title to each item of the Collateral pledged by the Debtor hereunder (or, in the case of after-acquired Collateral, at the time the Debtor acquires rights in such after-acquired Collateral pledged by the Debtor hereunder). Except for minor defects in title that do not interfere with its ability to conduct its business as currently conducted or to utilize such Collateral for its intended purpose, no other person has (or, in the case of after-acquired Collateral, at the time the Debtor acquires rights therein, will have) any right, title, claim or interest (by way of Lien, purchase option or otherwise (other than licenses granted in

the ordinary course of business)) in, against or to the Collateral other than rights, titles, claims or interests that arose prior to or existed at the time of the Debtor's acquisition of MCS

(b) Except for Liens, if any, attached to the Collateral at the time of the acquisition of MCS by Debtor, the Secured Party has (or in the case of after-acquired Collateral, at the time the Debtor acquires rights therein, will have) a first priority perfected security interest in the Collateral located in the United States of America and/or in respect to which a security interest may be granted under applicable law of the United States of America and any states thereof, including without limitation, the UCC and the United States Trademark Act of 1946, the United States Patent Act of 1972 or the United States Copyright Act of 1976, as applicable, provided, however, that the Secured Party, to the extent necessary or appropriate under applicable law, shall make the filings with the Patent and Trademark Office or Copyright Office contemplated by this Security Agreement to perfect its security interest in the Debtor's Patents, Trademarks or Copyrights registered with such offices

(c) The Debtor has full corporate power and authority to make the conditional assignment and to grant the security interest herein granted.

(d) With respect to each item of the Collateral, on the date hereof, the Debtor does not own any Patents, Trademarks or Copyrights registered in, or the subject of pending applications in, the Patent and Trademark Office or the Copyright Office, other than those acquired from MCS

(e) Debtor has not granted any licenses of Patents, Trademarks, Copyrights and Trade Secrets which relate to Collateral other than licenses existing prior to the Debtor's acquisition of MCS.

(f) Debtor has not been granted any licenses of Patents, Trademarks, Copyrights and Trade Secrets which relate to Collateral (other than licenses assumed by Debtor in its acquisition of MCS).

5. **Covenants of the Debtor.** The Debtor hereby agrees as follows:

(a) The Debtor, at the Debtor's expense, shall promptly procure, execute and deliver to the Secured Party all documents, instruments and agreements and perform all acts which are necessary, or which the Secured Party may reasonably request, to establish, maintain, preserve, protect and perfect the Collateral, the Lien granted to the Secured Party therein and the first priority of such Lien or to enable the Secured Party to exercise and enforce its rights and remedies hereunder with respect to any Collateral. Without limiting the generality of the preceding sentence, the Debtor shall (i) execute all notices of security interest for each relevant type of intellectual property in forms suitable for filing with the Patent and Trademark Office or the Copyright Office, as applicable, substantially in the forms of Attachments 2 and 3 hereto or other forms reasonably acceptable to the Secured Party and the Debtor (collectively, "US Filings") and (ii) take all commercially reasonable steps in any proceeding before the Patent and Trademark Office or the Copyright Office to diligently prosecute or maintain, as applicable, each application and registration of the Patents, Trademarks and Copyrights, including filing of

renewals, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings.

(b) The Debtor shall not use any Collateral or permit any Collateral to be used in violation of (i) any provision of the Notes, this Security Agreement or any other Credit Document, (ii) any applicable law, rule or regulation or contract obligation of Debtor, or (iii) any policy of insurance covering the Collateral.

(c) The Debtor shall pay promptly when due all taxes and other governmental charges, all liens and all other charges now or hereafter imposed upon, relating to or affecting any Collateral.

(d) The Debtor shall appear in and defend any action or proceeding which may affect its title to or the Secured Party's security interest in the Collateral.

(e) The Debtor shall keep accurate and complete records of the Collateral and shall permit the Secured Party to examine and make copies of such records and provide such reports and information relating to the Collateral as the Secured Party may reasonably request from time to time.

(f) The Debtor shall not sell, encumber, lease, rent, option, license or otherwise dispose of or transfer any Collateral or right or interest therein to the extent prohibited by any Credit Document, and the Debtor shall keep the Collateral free of all Liens. Notwithstanding any provision to the contrary of any document or instrument, the Debtor shall not sell or otherwise dispose of any of the Collateral without the Secured Party's express prior written consent.

(g) The Debtor (either directly or through licensees) will continue to use the Trademarks in connection with the relevant trademark class of goods or services applicable to the relevant line of products or services as reflected in its current catalogs, brochures, price lists or similar materials in order to maintain the Trademarks in full force and effect free from any claim of abandonment for nonuse, and the Debtor will not (and will not permit any licensee thereof to) do any act or knowingly omit to do any act whereby any Trademark may become invalidated. The Debtor will not do any act, or knowingly omit to do any act, whereby the Patents or Patent Registrations may become abandoned or dedicated to the public or the remedies available against potential infringers weakened and shall notify the Secured Party immediately if it knows of any reason or has reason to know that any such Patent Registration may become abandoned or dedicated to the public. The Debtor will not do any act or knowingly omit to do any act, whereby the Copyrights may become abandoned or dedicated to the public or the remedies available against potential infringers weakened and shall notify the Secured Party immediately if it knows of any reason or has reason to know that any such Copyright may become abandoned or dedicated to the public.

(h) The Debtor will promptly notify the Secured Party regarding the filing, either by the Debtor or through any agent, employee, licensee or designee, of (i) an application for the registration of any Patent, Trademark or Copyright with the Patent and Trademark Office or the Copyright Office, (ii) any assignment of any Patent or Trademark, which the Debtor may

acquire from a third party, with the Patent and Trademark Office, or (iii) any assignment of any Copyright, which the Debtor may acquire from a third party, with the Copyright Office, relating to or arising from the Collateral (nor or hereafter acquired)

6. **Authorized Action by the Secured Party.** The Debtor hereby irrevocably appoints the Secured Party as its attorney-in-fact and agrees that the Secured Party may perform (but the Secured Party shall not be obligated to and shall incur no liability to the Debtor or any third party for failure so to do) any act which the Debtor is obligated by this Security Agreement to perform, and to exercise such rights and powers as the Debtor might exercise with respect to the Collateral, including, without limitation, the right to (a) collect by legal proceedings or otherwise and endorse and/or receive all royalties, payments, proceeds and other sums and property now or hereafter payable on or on account of the Collateral; (b) insure, process, preserve and enforce the Collateral; (c) make any compromise or settlement, and take any action it deems advisable, with respect to the Collateral; (d) pay any indebtedness of the Debtor relating to the Collateral; (e) execute UCC financing statements, US Filings, and other notices, documents, instruments and agreements required or contemplated hereunder and file same in such governmental office as the Secured Party determines is necessary or appropriate; (f) in order to obtain or maintain a first priority perfected security interest in the Collateral, or exercise Secured Party's rights and powers hereunder, record, register and file or accomplish any other formality with respect to any letters patent of the United States, and all registrations, recordings, reissues, continuations, continuations-in-part and extensions thereof, and all pending applications therefor, and to execute and deliver any and all agreements, documents, instruments of assignment or other papers necessary or advisable to effect such purpose; (g) in order to obtain or maintain a first priority perfected security interest in the Collateral, or exercise Secured Party's rights and powers hereunder, record, register and file or accomplish any other formality with respect to any trademarks, trade names, trade styles and service marks and all related goodwill, and all registrations, recordings, reissues, extensions and renewals thereof, and all pending applications therefor, and to execute and deliver any and all agreements, documents, instruments of assignment or other papers necessary or advisable to effect such purpose; and (h) in order to obtain or maintain a first priority perfected security interest in the Collateral, or exercise Secured Party's rights and powers hereunder, record, register and file or accomplish any other formality with respect to any copyrights, and all registrations, recordings, reissues, extensions and renewals thereof, and all pending applications therefor, and to execute and deliver any and all agreements, documents, instruments of assignment or other papers necessary or advisable to effect such purpose. The Debtor agrees to reimburse the Secured Party upon demand for all customary costs and expenses, including customary attorneys' fees, the Secured Party may incur while acting as the Debtor's attorney-in-fact hereunder, all of which costs and expenses are included in the Secured Obligations and shall bear simple interest at the rate of twelve percent (12%) per annum ("Default Rate") from the time demanded until paid. The Debtor agrees that such care as the Secured Party gives to the safekeeping of its own property of like kind shall constitute reasonable care of the Collateral when in the Secured Party's possession; provided, however, that the Secured Party shall not be required to make any presentment, demand or protest, or give any notice and need not take any action to preserve any rights against any prior party or any other Person in connection with the Secured Obligations or with respect to the Collateral.

7. Default and Remedies.

(a) The Debtor shall be deemed in default under this Security Agreement upon the occurrence and during the continuance of an Event of Default. In addition to all other rights and remedies granted to the Secured Party by this Security Agreement, the Notes, the other Credit Documents, the UCC and other applicable laws, rules and regulations, the Secured Party may, upon the occurrence and during the continuance of any Event of Default, exercise any one or more of the following rights and remedies to the extent not prohibited by applicable law: (i) collect, receive, appropriate or realize upon the Collateral or otherwise foreclose or enforce the Secured Party's security interests in any or all Collateral in any manner not prohibited by applicable laws, rules and regulations or in this Security Agreement; (ii) notify any or all licensees of Collateral to make payments thereon directly to the Secured Party; (iii) sell, license or otherwise dispose of any or all Collateral at one or more public or private dispositions, whether or not such Collateral is present at the place of sale, for cash or credit or future delivery, on such commercially reasonable terms and in such commercially reasonable manner as the Secured Party may determine; (iv) if the Secured Party elects to sell or otherwise dispose of any or all Collateral at one or more public or private dispositions, upon five business days' prior notice to the Debtor (care of the Debtor), direct the Debtor not to make any further use of the Patents, the Trademarks (or any mark similar thereto) or the Copyrights (or any work deriving therefrom), for any purpose; (v) upon five business days' prior notice to the Debtor (care of the Debtor), license, whether general, special or otherwise, and whether on an exclusive or nonexclusive basis, any of the Patents, Trademarks, or Copyrights, throughout the world for such term or terms, on such conditions, and in such manner, as the Secured Party shall in its sole discretion determine; (vi) enforce (and upon notice to the Debtor (care of the Debtor) have the exclusive right to enforce) against any licensee or sublicensee all rights and remedies of the Debtor in, to and under any one or more license agreements with respect to the Collateral (without assuming any obligations or liability thereunder), and take or refrain from taking any action under any thereof; and (vii) in addition to the foregoing, in order to implement the assignment, sale or other disposal of any of the Collateral, pursuant to the authority granted in Section 6 hereof, execute and deliver on behalf of the Debtor, upon five business days' prior notice to the Debtor (care of the Debtor), one or more instruments of assignment of the Patents, Trademarks or Copyrights (or any application or registration thereof), in form suitable for filing, recording or registration in any country. Anything herein to the contrary notwithstanding, the provisions of this Section 7(a) are subject to the provisions of this Section 7 set forth below

(b) Notwithstanding anything to the contrary herein, the Secured Party agrees not to accept Collateral in full or partial satisfaction of the Secured Obligations ("Accept Collateral" or "Accepting Collateral") unless (i) at such time the aggregate outstanding principal balance of the Notes is at least Six Hundred Thousand Dollars (\$600,000) (the "Financial Condition"); and (ii) it shall first have provided the Debtor with ten (10) days prior written notice (the "Notice Condition"); provided, however, that in the event the Secured Party does Accept Collateral, it shall do so only in full satisfaction of the Secured Obligations provided, further, however, that the terms "Accept Collateral" and "Accepting Collateral" do not include without limitation any acquisition of the Collateral or any of it in connection with a public or private disposition of Collateral. To the fullest extent permitted under applicable law, and subject to the

conditions stated in clause (i) and (ii) in this Section 7(b), the Debtor hereby consents to such acceptance of Collateral in accordance with this Agreement and hereby irrevocably waives, releases and renounces ("Waiver") the provisions of UCC Sections 9620 and 9625, including but not limited to subsection (a) of Section 9620 relating to the requirement of such consent, including but not limited to subsection (a) of Section 9620, in connection with any instance of the Secured Party Accepting Collateral upon the occurrence of an Event of Default, so long as the Financial Condition and the Notice Condition are satisfied. Additionally, the Debtor hereby irrevocably waives, releases and renounces its rights under UCC Section 9625 with respect to the failure to obtain the consent of Debtor in violation of UCC Section 9620 (provided that such acceptance of Collateral is otherwise in accordance with the UCC and this Agreement). The Debtor provides the Waiver with full understanding and knowledge, and having been represented by legal counsel, regarding the provisions of UCC Sections 9602, 9620, 9621, 9624 and 9625. The Debtor further represents, warrants, covenants and agrees that the Waiver is a material inducement to the Secured Party to accept the Notes and this Agreement, as well as to enter into the various transactions giving rise to the Notes and this Agreement. In connection with Accepting Collateral including without limitation in connection with a public or private disposition of the Collateral, Secured Party shall have no obligations to license the Collateral hereunder to the Debtor or otherwise.

(c) The initiation (the "Initiation") by the Secured Party of exercise of any rights or remedies relating to the Collateral, whether under this Agreement or pursuant to the UCC or other applicable law (and whether or not in connection with Accepting Collateral or a public or private disposition of Collateral), upon the occurrence of any Event of Default shall have the effect, automatically and without any additional act or notice by the Secured Party, the Debtor or any other person or entity, and immediately upon Initiation, of irrevocably releasing all employees of either Debtor whose function is primarily related to the Collateral including, without limitation, the employees listed on Schedule 7 regardless of whether the function of such employees now or hereafter is "primarily related to the Collateral" from all open covenants of non-competition, non-solicitation of employees and former employees whose function is primarily related to the Collateral as well as use or disclosure of or procedures relating to confidential or proprietary information of the Debtor or either of them to the extent relating to the Collateral. All the foregoing employees immediately above who are not parties to this Agreement are and shall be third party beneficiaries of this Agreement.

8. **Application of Proceeds.** The proceeds of any sale, disposition or other realization upon all or any part of the Collateral shall be distributed by the Secured Party in the following order of priorities: the Debtor shall pay to the Secured Party on demand any and all expenses, including reasonable attorneys' fees and disbursements, incurred or paid by the Secured Party in protecting, preserving or enforcing the Secured Party's rights and remedies under or in respect of any of the Secured Obligations or any of the Collateral. After deducting all of said expenses, the residue of any proceeds of collection or sale or other disposition of the Collateral shall, to the extent actually received in cash, be applied to the payment of the Secured Obligations, proper allowance and provision being made for any Secured Obligations not then due, applied first to amounts other than interest on or principal of the Notes, next to such interest and then to such principal. Upon final payment and satisfaction in full of all of the Secured Obligations and after making any payments required by Sections 9-608(a)(1)(C) or 9-615(a)(3) of the UCC, any excess shall be returned to the Debtor. In the absence of final payment and

satisfaction in full of all of the Secured Obligations, the Debtor shall remain liable for any deficiency, subject to the provisions of Section 7(b).

9. **Indemnification and Release.**

(a) Except for any violations of this subsection occurring as a result of the Collateral as it existed when acquired from MCS, the Debtor assumes all responsibility and liability arising from the use of the Patents, Trademarks and Copyrights, and the Debtor hereby indemnifies and holds the Secured Party and its directors, officers, employees ("Indemnitees") harmless from and against any claim, suit, loss, damage or expense (including reasonable attorneys' fees and expenses) arising out of or in connection with any alleged infringement of any patent, trademark, service mark, trade name, trade secret or copyright of a third party or alleged defect in any product manufactured, promoted or sold by Debtor (or any affiliate of the Debtor) in connection with any Patent, Trademark or Copyright or out of the manufacture, promotion, labeling, sale or advertisement of any product or service by the Debtor (or any affiliate of the Debtor). The Debtor agrees that the Secured Party does not assume, and shall have no responsibility for, the payment of any sums due or to become due under any agreement or contract included in the Collateral or the performance of any obligations to be performed under or with respect to any such agreement or contract by the Debtor, and the Debtor hereby agrees to indemnify and hold each Indemnitee harmless with respect to any and all claims by any person relating thereto.

(b) The Debtor agrees to indemnify and hold the Indemnitees harmless from and against any claim, suit, loss, damage or expense (including reasonable attorneys' fees and expenses) arising out of or in connection with any action taken or omitted to be taken by the Secured Party hereunder with respect to any license agreement of the Debtor.

(c) The Debtor agrees to indemnify and hold the Indemnitees harmless from and against any claim, suit, loss, damage or expense (including customary attorneys' fees and expenses) arising out of or in connection with any claim, suit or proceeding instituted by the Debtor against any third party, or instituted by a third party against Debtor, or in which the Debtor participates, relating to or in connection with the infringement of the Patents, Trademarks or Copyrights, or the Collateral, except to the extent such actions or claims arise from a breach of the representations and warranties contained in Article 3 of the Merger Agreement, the Debtor shall be entitled to indemnification from the Secured Party pursuant to Section 8.1 of the Merger Agreement.

(d) To the extent not prohibited by applicable law, the Debtor hereby releases the Indemnitees from any claims, causes of action and demands at any time arising out of or with respect to any actions taken or omitted to be taken by the Secured Party under the powers of attorney granted in Section 6 hereof, other than actions taken or omitted to be taken through the gross negligence or willful misconduct of such Indemnitees or any breach of this Security Agreement or the other Credit Documents.

(e) Nothing contained in this Section 9 shall, however, be deemed to require the Debtor to indemnify or hold harmless any Indemnitee from or against any losses, costs, claims or damages directly and solely arising solely from or relating to such Indemnitee's gross



negligence or willful misconduct on or after the date hereof, or any act or omission by such Indemnatee prior to the date hereof

**10. Miscellaneous.**

(a) Notices. Except as otherwise specified herein, all notices, requests, demands, consents, instructions or other communications under this Agreement to or upon the Debtor (which shall be sent care of the Debtor) shall be given as provided in the Notes, or the Secured Party shall be given to Bruce E. Adamson who shall have the same rights, authority and limitations of liability with respect to the Collateral and this Agreement as granted to him as Indemnification Representative under the Escrow Agreement.

(b) Partial Invalidity. If at any time any provision of this Security Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this Security Agreement nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall in any way be affected or impaired thereby.

(c) Headings. The section headings and captions appearing in this Security Agreement are included solely for convenience of reference and are not intended to affect the interpretation of any provision of this Security Agreement.

(d) No Waiver; Cumulative Remedies.

i. The Secured Party shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies hereunder or under the Notes or the other Credit Documents, nor shall any single or partial exercise of any right or remedy hereunder or thereunder on any one or more occasions preclude the further exercise thereof or the exercise of any other right or remedy under any of the Credit Documents.

ii. The rights and remedies hereunder provided or provided under the Notes or the other Credit Documents are cumulative and may be exercised singly or concurrently, and are not exclusive of any rights and remedies provided by law or by any of the other Credit Documents.

iii. None of the terms or provisions of this Security Agreement may be waived, altered, modified or amended except by an instrument in writing, duly executed by the Debtor and the Secured Party. Unless otherwise specified in any such waiver or consent, a waiver or consent given hereunder shall be effective only in the specific instance and for the specific purpose for which given.

(e) Time is of the Essence. Time is of the essence for the performance of each of the terms and provisions of this Security Agreement.

(f) Termination of this Security Agreement. Subject to Section 9, above, this Security Agreement shall terminate at such time as the aggregate outstanding principal under the Notes is less than Six Hundred Thousand Dollars (\$600,000). Upon any sale, transfer or other disposition permitted by the Credit Documents, the security interest in such Collateral shall be

automatically released. In connection with any termination or release pursuant to this Section, the Secured Party shall execute and deliver to the applicable Debtor, at the Debtor's cost and expense, all Uniform Commercial Code termination statements, release statements and similar documents that the Debtor may reasonably request to evidence such termination or release. Any execution and delivery of documents pursuant to this Article shall be without recourse to or warranty by the Secured Party or any other secured party.

(g) Successors and Assigns. This Security Agreement and all obligations of the Debtor hereunder shall be binding upon the successors and assigns of the Debtor, and shall, together with the rights and remedies of the Secured Party hereunder, inure to the benefit of the Secured Party, and its successors and assigns, except that no Debtor may assign or transfer any of its rights or obligations hereunder without the prior written consent of the Secured Party. Any assignment or transfer in violation of the foregoing shall be null and void.

(h) Further Indemnification. The Debtor agrees to pay, and to save the Secured Party harmless from, any and all liabilities with respect to, or resulting from any delay in paying, any and all excise, sales or other similar taxes which may be payable or determined to be payable with respect to any of the Collateral or in connection with any of the transactions contemplated by this Security Agreement.

(i) Governing Law. This Security Agreement shall be governed by, construed and enforced in accordance with, the laws of the State of California, without regard to conflict of laws provisions, except as to the law governing perfection, the effect of perfection or non-perfection, and the priority of security interests in accordance with UCC Sections 9301 to 9307, inclusive. The Debtor hereby consents to the application of California law to the construction, interpretation and enforcement of this Security Agreement, and to the application of California law to the procedural aspects of any suit, action or proceeding relating thereto, including, but not limited to, legal process, execution of judgments and other legal remedies.

(j) Counterparts. This Security Agreement may be executed in any number of identical counterparts, any set of which signed by all the parties hereto shall be deemed to constitute a complete, executed original for all purposes. Transmission by telecopier of an executed counterpart of this Security Agreement shall be deemed to constitute due and sufficient delivery of such counterpart.

(k) Payments Free of Taxes, Etc. All payments made by the Debtor under this Security Agreement shall be made by the Debtor free and clear of and without deduction for any and all present and future taxes, levies, charges, deductions and withholdings. In addition, the Debtor shall pay upon demand any stamp or other taxes, levies or charges of any jurisdiction with respect to the execution, delivery, registration, performance and enforcement of this Security Agreement. Upon request by the Secured Party, the Debtor shall furnish evidence satisfactory to the Secured Party that all requisite authorizations and approvals by, and notices to and filings with, governmental authorities and regulatory bodies have been obtained and made and that all requisite taxes, levies and charges have been paid.

(l) The Debtor's Continuing Liability. Notwithstanding any provision of this Security Agreement or any other Credit Document or any exercise by the Secured Party of any of

its rights hereunder or thereunder (including, without limitation, any right to collect or enforce any Collateral), (i) the Debtor shall remain liable to perform its obligations and duties in connection with the Collateral and (ii) the Secured Party shall not assume or be considered to have assumed any liability to perform such obligations and duties or to enforce any of the Debtor's rights in connection with the Collateral.

(m) Joint and Several. The representations, warranties, agreements, covenants and indemnities of Wrenthead and ICI are the joint and several representations, warranties, covenants, agreement and indemnities of Wrenthead and ICI.

(n) Third Party Preferences. There shall be no third party beneficiary of this Agreement except as provided in Section 7.

(o) Further Assurances. The Debtor shall execute such documents and other papers and take such further actions as reasonably may be required to carry out the provisions hereof and the transactions contemplated hereby, including without limitation, to assure that the Secured Party at all times has a first and prior perfected security interest in all the Collateral.

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

DEBTOR

Wrenthead, Inc.

By: [Signature]  
Name: Brian Murphy  
Title: President

and

ICI Acquisition Corp. (to be known as MacDonald Computer Systems, Inc.)

By: [Signature]  
Name: Brian Murphy  
Title: President

SECURED PARTY

\_\_\_\_\_  
Bruce E Adamson

and

\_\_\_\_\_  
Arthur Schuurs

its rights hereunder or thereunder (including, without limitation, any right to collect or enforce any Collateral), (i) the Debtor shall remain liable to perform its obligations and duties in connection with the Collateral and (ii) the Secured Party shall not assume or be considered to have assumed any liability to perform such obligations and duties or to enforce any of the Debtor's rights in connection with the Collateral.

(m) Joint and Several. The representations, warranties, agreements, covenants and indemnities of Wrenthead and ICI are the joint and several representations, warranties, covenants, agreement and indemnities of Wrenthead and ICI.

(n) Third Party Preferences. There shall be no third party beneficiary of this Agreement except as provided in Section 7.

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

DEBTOR

Wrenthead, Inc

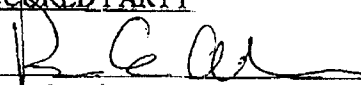
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

and

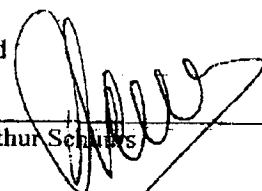
ICI Acquisition Corp. (to be known as MacDonald  
Computer Systems, Inc.)

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SECURED PARTY

  
\_\_\_\_\_  
Bruce E. Adamson

and

  
\_\_\_\_\_  
Arthur Schmitt

**ATTACHMENT 1**  
**TO SECURITY AGREEMENT**

All right, title and interest of the Debtor, whether now owned or existing or hereafter acquired or arising, in and to the following property, assets and rights of the Debtor:

(a) The MacCEL computer software and all source code, object code, manuals and documentation relating to the foregoing (all of the foregoing collectively the "MacCEL Property") and any and all of the following to the extent such items relate to the MacCEL Property:

(i) All trademarks, trade names, trade styles and service marks, and all prints and labels on which said trademarks, trade names, trade styles and service marks have appeared or appear, and all designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all right, title and interest therein and thereto, all registrations and recordings thereof, including, (i) all applications, registrations and recordings in the Patent and Trademark Office or in any similar office or agency of the United States or any state thereof, all whether now owned or hereafter acquired by the Debtor, including those described in Schedule A to this Attachment 1, which Schedule A is incorporated herein by this reference, and (ii) all reissues, extensions or renewals thereof and all licenses granted by the Debtor thereof (collectively, the "Trademarks");

(ii) All patentable inventions, patent rights, shop rights, letters patent of the United States, all right, title and interest therein and thereto, and all registrations and recordings thereof, including (i) all Patent Registrations and recordings in the Patent and Trademark Office or in any similar office or agency of the United States or any state thereof, all whether now owned or hereafter acquired by the Debtor, including those described in Schedule B to this Attachment 1, which Schedule B is incorporated herein by this reference, and (ii) all reissues, continuations, continuations-in-part or extensions thereof and all licenses granted by the Debtor thereof (collectively, the "Patents");

(iii) All copyrights including, without limitation, (i) all original works of authorship fixed in any tangible medium of expression, all right, title and interest therein and thereto, and all registrations and recordings thereof, including all applications, registrations and recordings in the Copyright Office or in any similar office or agency of the United States or any state thereof, all whether now owned or hereafter acquired by the Debtor, including those described on Schedule C to this Attachment 1, which Schedule C is incorporated herein by this reference, and (ii) all extensions or renewals thereof and all licenses granted by the Debtor thereof (collectively, the "Copyrights");

(b) All goodwill of the Debtor's business symbolized by the Trademarks and all customer lists and other records of the Debtor relating to the distribution of products or provision of services bearing or covered by the Trademarks;

(c) All proprietary information relating to the MacCEL Property, including, without limitation, formulas, patterns, compilations, programs, devices, methods, techniques or

processes, that derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by other persons who can obtain economic value from its disclosure or use, all whether now owned or hereafter acquired by the Debtor (collectively, the "Trade Secrets");

(d) All claims by the Debtor against any person for past, present or future infringement of the Patents, Trademarks, Copyrights or Trade Secrets;

(e) All marketing material, customer and supplier lists and copies of all in force licenses and other contracts in any way relating to the MacCEL Property or other Collateral; and

(f) All proceeds of the foregoing (including whatever is receivable or received when Collateral or proceeds is (are) sold, collected, exchanged, licensed or otherwise disposed of, whether such disposition is voluntary or involuntary, including rights to payment and return premiums and insurance proceeds under insurance with respect to any Collateral, and all rights to payment with respect to any cause of action affecting or relating to the Collateral)

**SCHEDULE A  
TO ATTACHMENT 1  
TO SECURITY AGREEMENT**

**TRADEMARKS AND TRADEMARK APPLICATIONS**

<u>NAME</u>	<u>COUNTRY</u>	<u>STATUS</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
MacCEL	USA	Active	2,227,529	03/02/99
MacCEL and Design	USA	Active	2,230,220	03/09/99
Part-Select	USA	Active	2,419,448	01/09/01

**SCHEDULE B  
TO ATTACHMENT 1  
TO SECURITY AGREEMENT**

**PATENTS AND PATENT APPLICATIONS**

NONE



**SCHEDULE C  
TO ATTACHMENT 1  
TO SECURITY AGREEMENT**

**COPYRIGHTS**

Registration No.

Jurisdiction

Date

None registered; Copyrights  
maintained on manuals and  
other Collateral documenta-  
tion developed by MCS

**SCHEDULE D  
TO ATTACHMENT 1  
TO SECURITY AGREEMENT**

**LICENSES GRANTED BY THIRD PARTIES TO THE DEBTOR**

[TO BE PROVIDED]

**SCHEDULE E  
TO ATTACHMENT 1  
TO SECURITY AGREEMENT**

**LICENSES GRANTED BY THE DEBTOR TO THIRD PARTIES**

NONE

**ATTACHMENT 2  
TO SECURITY AGREEMENT**

ICI Acquisition Corp.,  
a Delaware corporation

**GRANT OF SECURITY INTEREST**

TRADEMARKS

THIS GRANT OF SECURITY INTEREST, dated as of March 7, 2003, is entered into by Wrenthead, Inc., a Delaware corporation ("Wrenthead"), and ICI Acquisition Corp., a Delaware corporation ("ICI and hereafter jointly and severally the "Debtor"), for the benefit of Bruce E. Adamson, an individual ("Adamson"), and Arthur Schuurs, an individual ("Schuurs" and together with Adamson, the "Second Party").

A Wrenthead has issued to each of Adamson and Schuurs a Promissory Note dated as of the date hereof, as amended, supplemented or otherwise modified from time to time including, without limitation, any replacements or substitutions thereof (collectively the "Notes").

B It is a condition precedent to the Secured Party accepting the Notes that the Debtor execute and deliver to the Secured Party a security agreement in substantially the form hereof

C MacDonald presently is a wholly-owned subsidiary of Wrenthead. MacDonald was acquired by Wrenthead pursuant to a merger into a wholly-owned subsidiary of Wrenthead and presently holds the Collateral as that term is defined below

D The Debtor has adopted, used, and is using the trademarks more particularly described on Schedule 1-A annexed hereto and made a part hereof and has a bona fide intent to use the trademarks more particularly described on Schedule 1-B annexed hereto and made a part hereof, which trademarks are registered or subject to an application for registration in the United States Patent and Trademark Office (collectively, the "Trademarks")

E The Debtor and Secured Party hereto from time to time have entered into a Security Agreement (Intellectual Property) dated as of March 7, 2003 (the "Security Agreement") in favor of the Secured Party.

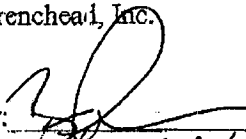
F Pursuant to the Security Agreement, the Debtor has granted to the Secured Party a security interest in all right, title and interest of the Debtor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the customer lists and records related to the Trademarks and the applications and registrations thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations, as defined in the Security Agreement.

fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein

The Secured Party's address is:  
Bruce E. Adamson and Arthur Schuurs  
c/o Bruce E. Adamson  
18691 Cumnock PL  
Northridge CA 91326

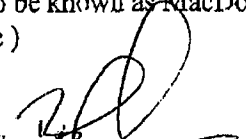
IN WITNESS WHEREOF, the Debtor has caused this Grant of Security Interest to be executed as of the day and year first above written

Wrenchhead, Inc.

By:   
Name: Bryan Murphy  
Title: PRESIDENT

and

ICI Acquisition Corp.  
(to be known as MacDonald Computer Systems,  
Inc )

By:   
Name: Bryan Murphy  
Title: PRESIDENT

SCHEDULE 1-A TO GRANT OF SECURITY INTEREST

TRADEMARKS

<u>Registration No.</u>	<u>Registration Date</u>	<u>Registered Owner</u>	<u>Mark</u>
2,227,529	03/02/99	MacDonald Computer Systems	MacCel
2,230,220	03/09/99	MacDonald Computer Systems	MacCel and Design
2,419,448	01/09/01	MacDonald Computer Systems	Part-Select

SCHEDULE 1-B TO GRANT OF SECURITY INTEREST

TRADEMARK APPLICATIONS

<u>Application No.</u>	<u>Filing Date</u>	<u>Applicant</u>	<u>Mark</u>
NONE			

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

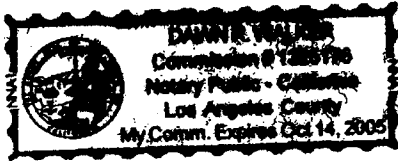
COUNTY OF Los Angeles

)  
) ss  
)

On 3/5/03, before me, Dawn R Walker, Notary Public,  
Date Name and Title of Officer (e.g. Jane Doe, Notary Public)

personally appeared Bryan Murphy  
Name of Signer(s)

personally known to me - OR -  proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Dawn R Walker  
Signature of Notary Public

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY(IES) CLAIMED BY SIGNER(S)

- Individual
- Corporate Officer

Title(s)

- Partner(s)  Limited  General
- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other: \_\_\_\_\_

Signer is Representing:  
Name of Person(s) or Entity(ies)

DESCRIPTION OF ATTACHED DOCUMENT

Grant of Security Interest  
Title or Type of Document

Number of Pages

3/5/03

Date of Document

Signer(s) Other Than Named Above

**SCHEDULE 7**  
**TO**  
**SECURITY AGREEMENT**

**LIST OF EMPLOYEES**

Hennigan, Steve	Guardado, Ralph
Carpentier, Monte	Morris, Glenn
Peterson, Barry	Fast, David
Schuurs, Michael	Grubbs, James
Raquipiso, Philip	Eilenbach, David
Peters, Thomas	Lukin, Chris
	Deazley, Mark



**EXHIBIT B**

**TRADEMARKS**

<b><u>Name</u></b>	<b><u>Country</u></b>	<b><u>Status</u></b>	<b><u>Reg. No.</u></b>	<b><u>Reg. Date</u></b>
<b>MacCEL</b>	<b>USA</b>	<b>Active</b>	<b>2,227,529</b>	<b>03/02/99</b>
<b>MacCEL and Design</b>	<b>USA</b>	<b>Active</b>	<b>2,230,220</b>	<b>03/09/99</b>
<b>Part-Select</b>	<b>USA</b>	<b>Active</b>	<b>2,419,448</b>	<b>01/09/01</b>