

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

|                       |                   |
|-----------------------|-------------------|
| SUBMISSION TYPE:      | NEW ASSIGNMENT    |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

**CONVEYING PARTY DATA**

| Name                                | Formerly | Execution Date | Entity Type             |
|-------------------------------------|----------|----------------|-------------------------|
| Audio and Video Labs, Inc.          |          | 03/23/2006     | CORPORATION: NEW JERSEY |
| Audio and Video Labs Holdings, Inc. |          | 03/23/2006     | CORPORATION: DELAWARE   |

**RECEIVING PARTY DATA**

|                 |   |
|-----------------|---|
| Name:           | Wilmington Trust FSB                            |
| Street Address: | 520 Madison Avenue                              |
| City:           | New York  |
| State/Country:  | NEW YORK  |
| Postal Code:    | 10022   |
| Entity Type:    | Federally Chartered Savings Bank: UNITED STATES |

**PROPERTY NUMBERS Total: 9**

| Property Type  | Number   | Word Mark    |
|----------------|----------|--------------|
| Serial Number: | 78768154 | DISC MAKERS  |
| Serial Number: | 78578111 | REFLEXMAX    |
| Serial Number: | 78578511 | DISCWRAPPER  |
| Serial Number: | 78578499 | MACELITE     |
| Serial Number: | 78578142 | REFLEXULTRA  |
| Serial Number: | 78578518 | ELITE        |
| Serial Number: | 78578279 | ELITEMICRO   |
| Serial Number: | 78578422 | ELITE SERIES |
| Serial Number: | 78578408 | ELITEPRO     |

**CORRESPONDENCE DATA**

Fax Number: (215)789-7653

OP \$240.00 78768154

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 215-864-7152  
Email: udellr@whiteandwilliams.com  
Correspondent Name: Ryan Udell  
Address Line 1: 1800 One Liberty Place  
Address Line 4: Philadelphia, PENNSYLVANIA 19103

|                         |             |
|-------------------------|-------------|
| ATTORNEY DOCKET NUMBER: | 15880/105   |
| NAME OF SUBMITTER:      | Ryan Udell  |
| Signature:              | /ryanudell/ |
| Date:                   | 05/05/2006  |

**Total Attachments: 23**

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## PATENTS, TRADEMARKS, COPYRIGHTS AND LICENSES SECURITY AGREEMENT

**THIS PATENTS, TRADEMARKS, COPYRIGHTS AND LICENSES SECURITY AGREEMENT** (this “**Agreement**”) is made effective as of the 23rd day of March, 2006 by and among **AUDIO AND VIDEO LABS, INC. and AUDIO AND VIDEO LABS HOLDINGS, INC.** each an “Assignor” and jointly and severally (“**Assignors**”) and **WILMINGTON TRUST FSB** (“**Assignee**”).

### BACKGROUND

A. Pursuant to that certain Loan and Security Agreement dated of even date herewith by and among Assignee and Assignors (such Loan and Security Agreement, as heretofore or hereafter amended, modified or restated, being referred to herein as the “**Loan Agreement**”), Assignee agreed to extend certain credit facilities to Assignors subject to the terms and conditions thereof.

B. The Loan Agreement provides, *inter alia*, that Assignors will grant to Assignee a security interest in substantially all of Assignors’ personal property assets, including, without limitation, its patents, patent rights, patent applications, servicemarks, trademarks, service trademark applications, service tradenames, goodwill, copyrights and licenses.

**NOW THEREFORE**, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors agree as follows:

1. **Incorporation of Loan Agreement.** The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All capitalized terms not otherwise defined herein shall have the meanings set forth in the Loan Agreement. All Obligations (as defined in the Loan Agreement) of Assignors to Assignee, whether now or hereafter owing or existing, are sometimes hereinafter referred to collectively as the “**Bank Indebtedness**”.

2. **Security Interests.**

2.1 **Security Interest (Patents, Copyrights and Licenses).** To secure the complete and timely payment and satisfaction of all Bank Indebtedness, Assignors hereby assign, mortgage and pledge to Assignee and grant to Assignee security interests in, as and by way of a first mortgage and security interest having priority over all other security interests (other than Liens permitted under the Loan Agreement), with power of sale, to the extent permitted by law, all of such Assignors’ right, title and interest in and to all of the following, whether now owned or existing and filed or hereafter acquired or arising and filed (collectively with items named in **section 2.2**, below, the “**Collateral**”):

(a) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents listed on **Exhibit “A”**, attached hereto and made a part hereof, and (i) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (ii) all income, royalties,

damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (i)-(iv), are sometimes hereinafter individually and/or collectively referred to as the “**Patents**”);

(b) copyrights, copyright registrations, copyright applications and all computer programs, operating systems, application systems, hardware or software of any nature whatsoever owned by Assignors, whether operational, under development or inactive, including all object codes, source codes, modules, technical manuals, user manuals, operating instructions and procedures, in-put and out-put formats, program listings, narrative descriptions, program flow charts, file layouts, report layouts, screen layouts and other documentation therefor (including internal notes, memoranda, status evaluations, marketing information and write-ups), and all improvements, modifications, enhancements, new releases and revisions thereof, whether in machine-readable form, programming language or any other language or symbols, and whether stored, encoded, recorded or written on disk, tape, film, memory device, paper or other media of any nature; together with all tangible media upon which any of the foregoing are recorded or encoded, including, without limitation, all chips, disks, tapes, film and paper; including, without limitation, the copyrights, copyrights registrations and copyrights applications listed on Exhibit “C” attached hereto and made a part hereof, and (i) all renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, and (c) the right to sue for past, present and future infringements thereof (all of the foregoing items are sometimes referred to herein collectively as the “**Copyrights**”); and

(c) license agreements with any other party, whether Assignors are licensors or licensees under any such license agreement, including, without limitation, the licenses listed on Exhibit “D” attached hereto and made a part hereof, and the right to prepare for sale, sell and advertise for sale all inventory now or hereafter owned by Assignors and now or hereafter covered by such licenses (all of the foregoing is hereinafter referred to collectively as the “**Licenses**”).

2.2 Security Interest (Trademarks). To secure the complete and timely payment and satisfaction of all Bank Indebtedness, Assignors hereby mortgage and pledge to Assignee and grant to Assignee security interests in, as and by way of a first mortgage and security interest having priority over all other security interests (other than Liens permitted under the Loan Documents), with power of sale, to the extent permitted by law, all of such Assignors’ right, title and interest in and to all of the following, whether now owned or existing and filed or hereafter acquired or arising and filed (collectively with items named in section 2.1, above, the “**Collateral**”):

(a) servicemarks, trademarks, servicemark and trademark registrations, tradenames, trademark applications, and all goodwill attendant thereto, including, without limitation, the servicemarks, trademarks, tradenames, registrations and applications listed on Exhibit “B”, attached hereto and made a part hereof, and (i) all renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable with respect

thereto, including without limitation, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing servicemarks, trademarks, servicemark and trademark registrations, tradenames and applications together with the items described in clauses (i)-(iv), are sometimes hereinafter individually and/or collectively referred to as the "Trademarks").

3. **Restrictions on Future Agreements.** Assignors agree that until all Bank Indebtedness (other than contingent reimbursement and indemnification obligations in respect of which no claim has been made) shall have been satisfied in full and the Loan Agreement shall have been terminated, Assignors will not, without Assignee's prior written consent, enter into any agreement (including, without limitation, any license or royalty agreement) which is inconsistent with Assignors' obligations under this Agreement or the Loan Agreement and Assignors further agree that they will not take any action, or permit any action to be taken by others, subject to their control, including licensees, or fail to take any action, which would affect the validity or enforcement of the rights of Assignee under this Agreement.

4. **New Patents, Trademarks, and Licenses.** Assignors represent and warrant that the Patents, Trademarks, Copyrights and Licenses listed on **Exhibits "A", "B", "C" and "D"**, respectively, constitute all of the patents, trademarks, copyrights, applications and licenses, now owned by Assignors. If, before all Bank Indebtedness (other than contingent reimbursement and indemnification obligations in respect of which no claim has been made) shall have been satisfied in full and the Loan Agreement shall have been terminated, Assignors shall (i) obtain rights to any new patentable inventions, trademarks, trademark registrations, tradenames, copyrights or licenses, or (ii) become entitled to the benefit of any patent, trademark or copyright application, trademark, trademark registration or license renewal, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, the provisions of **Article 2** above shall automatically apply thereto and Assignors shall give to Assignee prompt written notice thereof. Assignors hereby authorize Assignee to modify this Security Agreement by amending **Exhibit "A", "B", "C" and/or "D"**, as applicable, to include any future patents, patent applications, trademarks, trademark registrations, trademark applications, tradenames, copyrights and licenses which are Patents, Trademarks, Copyrights or Licenses, as applicable, under **Article 2** above or under this **Section 4**. Assignors hereby agree to provide to Assignee such assignment or other documentation as Assignee may request to record Assignee's lien on such future Patents, Trademarks, Copyrights or Licenses.

5. **Royalties; Term.** Assignors hereby agree that the use by Assignee of all Patents, Trademarks, Copyrights and Licenses as described herein shall be worldwide, to the extent applicable, and without any liability for royalties or other related charges from Assignee to Assignors. The term of the security interest granted herein shall extend until the earlier of (i) the expiration of each of the respective Patents, Trademarks, Copyrights and Licenses assigned hereunder, or (ii) the date on which all Bank Indebtedness (other than contingent reimbursement and indemnification obligations in respect of which no claim has been made) has been paid in full and the Loan Agreement is terminated.

6. **Assignee's Right to Inspect.** Assignee shall have the rights provided in **Section 12.7** of the Loan Agreement, from time to time, to inspect Assignors' premises and to examine Assignors' books, records and operations, including, without limitation, Assignors' quality control processes. Assignors agree that Assignee, or a conservator appointed by Assignee, shall have the right during the continuation of an Event of Default to establish such additional reasonable product quality controls as Assignee, or said conservator, in its sole judgment, may deem necessary to assure maintenance of the quality of products sold by Assignors under the Trademarks. Assignors agree (i) except as otherwise permitted under the Loan Agreement, not to sell or assign their interest in, or grant any license under, the Patents, Trademarks, Copyrights or Licenses, without the prior written consent of Assignee; (ii) to maintain the quality of any and all products in connection with which the Trademarks and/or Copyrights are used, consistent with quality of said products as of the date hereof; (iii) not to adversely change the quality of said products without Assignee's express written consent; and (iv) to provide Assignee, upon request, with a certificate of an officer of Assignors certifying Assignors' compliance with the foregoing.

7. **Termination.** This Agreement is made for collateral purposes only. Upon payment in full of all Bank Indebtedness and termination of the Loan Agreement, Assignee shall execute and deliver to Assignors a termination of Assignee's security interest granted herein and all deeds, assignments and other instruments as may be necessary or proper to re-vest in Assignors full title to the Patents, Trademarks, Copyrights and Licenses, subject to any disposition thereof which may have been made by Assignee pursuant hereto.

8. **Duties of Assignors.** Assignors shall have the duty (i) to prosecute diligently any patent, trademark and copyright application pending as of the date hereof or thereafter until all Bank Indebtedness (other than contingent reimbursement and indemnification obligations in respect of which no claim has been made) shall have been paid in full and the Loan Agreement is terminated, (ii) to make application on unpatented but patentable inventions and on trademarks and copyrights, as appropriate, and (iii) to preserve and maintain all rights in patent applications and patents of the Patents, in trademark applications, trademarks and trademark registrations of the Trademarks and in copyright applications and copyrights of the Copyrights. Any expenses incurred in connection with such applications shall be borne by Assignors, except as otherwise permitted under the Loan Agreement. Except as otherwise permitted under the Loan Agreement, Assignors shall not abandon any right to file a patent, trademark or copyright application, or any pending patent, trademark or copyright application or any Patent, Trademark, License or Copyright without the consent of the Assignee, which consent shall not be unreasonably withheld.

9. **Event of Default.** Upon the occurrence and during the continuation of an Event of Default, as defined in the Loan Agreement, Assignee may, without further notice to or consent of Assignors, immediately record all assignments previously executed and delivered to Assignee by Assignors and/or execute and record with all applicable offices (including, without limitation, the Patent and Trademark Office) an absolute assignment to Assignee by Assignors of all rights, title and interest of Assignors in and to the Patents, Trademarks, Copyrights, Licenses and other Collateral. Upon the occurrence and during the continuance of an Event of Default, Assignors hereby authorize and agree that Assignee may, through the power of attorney granted in **Section 14** hereof, irrevocably execute and deliver in Assignors' name any and all such assignments and agreements and to take any and all other actions in Assignors' name as Assignee shall deem

reasonable or appropriate to transfer and convey all right, title and interest of Assignors in and to the Collateral to Assignee or any other person or entity selected by Assignee.

10. **Assignee's Right to Sue.** Upon the occurrence and during the continuance of an Event of Default, Assignee shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Patents, Trademarks, Copyrights and/or Licenses, and any licenses thereunder, and, if Assignee shall commence any such suit, Assignors shall, at the request of Assignee, do any and all lawful acts and execute any and all proper documents required by Assignee in aid of such enforcement and Assignors shall promptly, upon demand, reimburse and indemnify Assignee for all costs and expenses incurred by Assignee in the exercise of its rights under this **Section 10**; provided however, that Assignors shall not be obligated to so indemnify Assignee to the extent that such costs and expenses result from Assignee's gross negligence, willful misconduct or bad faith.

11. **Waivers.** No course of dealing between Assignors and Assignee, nor any failure to exercise, nor any delay in exercising, on the part of Assignee, any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

12. **Severability.** The provisions of this Agreement are severable, and if any clause or provision shall be invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Security Agreement in any jurisdiction.

13. **Modification.** This Agreement cannot be altered, amended or modified in any way, except as specifically provided in **Section 4** hereof or by a writing signed by the parties hereto.

14. **Cumulative Remedies; Power of Attorney; Effect on Loan Agreement.** All of Assignee's rights and remedies with respect to the Patents, Trademarks, Copyrights and Licenses, whether established hereby or by the Loan Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Assignors hereby authorize Assignee to make, constitute and appoint any officer or agent of Assignee as Assignee may select, in its sole discretion, as Assignors' true and lawful attorney-in-fact, with power during the continuation of an Event of Default to (i) endorse Assignors' name on all applications, documents, papers and instruments necessary or reasonably desirable for the Assignee to protect, evidence, perfect or enforce its security interest in the Patents, Trademarks, Copyrights and Licenses, (ii) take any other actions with respect to the Patents, Trademarks, Copyrights and/or Licenses as the Assignee reasonably deems in the best interest of the Assignee, (iii) grant or issue any exclusive or non-exclusive license under the Patent or Trademark to anyone, including Assignee, and/or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Patents, Trademarks, Copyrights or Licenses to anyone, including Assignee. Assignee may act under such power of attorney to take the actions referenced in **Section 4**. Assignee hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until all Bank Indebtedness shall have been paid in full and the

Loan Agreement shall have been terminated. Assignors acknowledge and agree that this Agreement is not intended to limit or restrict in any way the rights and remedies of Assignee under the Loan Agreement but rather is intended to facilitate the exercise of such rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Trademarks, Copyrights or Licenses may be located.

15. **Binding Effect; Benefits.** This Agreement shall be binding upon the Assignors and their successors and assigns, and shall inure to the benefit of Assignee, its nominees, successors and assigns.

16. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

17. **Multiple Assignors.** Where the context requires, the particular Assignor that owns or otherwise possesses rights in particular Collateral shall be the assignor and grantor of the rights and security interests herein assigned and granted. Notwithstanding the foregoing, nothing herein shall modify the obligations of the Assignors under this Agreement, and such obligations being joint and several.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement the day and year first above written.

**AUDIO AND VIDEO LABS, INC.**

By: Michael Allen  
Name/Title: Vice President

**AUDIO AND VIDEO LABS HOLDINGS, INC.**

By: Michael Allen  
Name/Title: Vice President

**WILMINGTON TRUST FSB**

By: [Signature]  
Name/Title: Anthony W. LaMarca, Vice President

**EXHIBIT A**  
**TO**  
**PATENTS, TRADEMARKS, COPYRIGHTS**  
**AND LICENSES SECURITY AGREEMENT**  
**Patents**

**Patents**

- None

**Patent Applications**

- None

**EXHIBIT B**  
**TO**  
**PATENTS, TRADEMARKS, COPYRIGHTS**  
**AND LICENSES SECURITY AGREEMENT**

**Trademarks**

**Trademarks**

1. Disc Makers logo – Application # SN78/768,154 – and any additional filings for Disc Maker logo

**Trademark Applications**

1. ReflexMax – Application #: 78/578,111
2. DiscWrapper – Application #: 78/578,511
3. MacElite – Application #: 78/578,499
4. ReflexUltra – Application #: 78/578, 142
5. Elite – Application #: 78/578,518
6. EliteMicro – Application #: 78/578,279
7. EliteSeries – Application #: 78/578,422
8. ElitePro – Application #: 78/578,408

**EXHIBIT C**  
**TO**  
**PATENTS, TRADEMARKS, COPYRIGHTS**  
**AND LICENSES SECURITY AGREEMENT**  
**Copyrights**

**Copyrights**

- None

**EXHIBIT D**  
**TO**  
**PATENTS, TRADEMARKS, COPYRIGHTS**  
**AND LICENSES SECURITY AGREEMENT**  
**Licenses**

**Licenses**

1. Digipak License Agreement, with AGI Incorporated, dated September 22, 1998, renewal addendum dated January 16, 2002.
2. DVD Video Disc and DVD Rom Disc patent License Agreement between Koninklijke Philips Electronics N.V. ("Philips"), dated October 1, 2004 and Audio and Visual Labs, Inc..
3. Patent License Agreement for the use of AC-3 Technology in the manufacture of DVD-Video Discs with Philips, dated October 1, 2004.
4. MPEG Audio Patent License Agreement with Philips, dated October 1, 2004.
5. CD Disc Patent License Agreement with Philips, dated July 1, 2002, as amended by Side Letter, dated October 31, 2002.
6. See attached.

Quantity

| Vendor Name | Program Name | Agreement Number | Order Number | Order Date | Unit Number | Part Number | Item Name   | Quantity |
|-------------|--------------|------------------|--------------|------------|-------------|-------------|---|----------|
| Adobe       | Adobe TLP    |                  |              | 05/28/03   | 1           | 54010285EA  | Acrobat 5.0 WIN New License UE                            | 6        |
| Adobe       | Adobe TLP    |                  |              | 05/28/03   | 3           | 54010895EA  | Pagemaker 7.0 WIN New License UE                          | 1        |
| Adobe       | Adobe TLP    |                  |              | 05/22/03   | 1           | 54010373EA  | Pagemaker 7.0 WIN Upgrade License UE ED                   | 24       |
| Adobe       | Adobe TLP    |                  |              | 05/22/03   | 1           | 54010285EA  | Acrobat 5.0 WIN New License UE                            | 50       |
| Adobe       | Adobe TLP    |                  |              | 05/22/03   | 1           | 54011988EA  | Photoshop 7.0 WIN New License UE                          | 10       |
| Adobe       | Adobe TLP    |                  |              | 05/22/03   | 9           | 54011894EA  | Design Collection 5.0 MAC New License UE                  | 22       |
| Adobe       | Adobe TLP    |                  |              | 05/28/03   | 1           | 54010285EA  | Acrobat 5.0 WIN New License UE                            | 20       |
| Adobe       | Adobe TLP    |                  |              | 05/22/03   | 1           | 54011898EA  | Photoshop 7.0 WIN New License UE                          | 10       |
| Adobe       | Adobe TLP    |                  |              | 05/22/03   | 1           | 54011567EA  | Illustrator 10.0 MAC New License UE                       | 25       |
| Adobe       | Adobe TLP    |                  |              | 05/22/03   | 3           | 54010285EA  | Acrobat 5.0 WIN New License UE                            | 50       |
| Adobe       | Adobe TLP    |                  |              | 05/22/03   | 1           | 54010895EA  | Pagemaker 7.0 WIN New License UE                          | 10       |
| Adobe       | Adobe TLP    |                  |              | 05/22/03   | 1           | 54011088EA  | Illustrator 10.0 WIN New License UE                       | 80       |
| Adobe       | Adobe TLP    |                  |              | 05/22/03   | 1           | 54011088EA  | Illustrator 10.0 WIN New License UE                       | 2        |
| Adobe       | Adobe TLP    |                  |              | 05/22/03   | 3           | 54012625GA  | Photoshop Elements 2.0 MLP New License U                  | 3        |
| Adobe       | Adobe TLP    |                  |              | 05/22/03   | 1           | 54011088EA  | Illustrator 10.0 WIN New License UE                       | 5        |
| Adobe       | Adobe TLP    |                  |              | 05/22/03   | 3           | 54011088EA  | Illustrator 10.0 WIN New License UE                       | 4        |
| Adobe       | Adobe TLP    |                  |              | 05/22/03   | 2           | 54011998EA  | Photoshop 7.0 WIN New License UE                          | 10       |
| Adobe       | Adobe TLP    |                  |              | 05/22/03   | 2           | 54012006EA  | Photoshop 7.0 MAC Upgrade License UE                      | 22       |
| Adobe       | Adobe TLP    |                  |              | 05/22/03   | 1           | 54010285EA  | Acrobat 5.0 WIN New License UE                            | 12       |
| Adobe       | Adobe TLP    |                  |              | 05/22/03   | 7           | 54010285EA  | Acrobat 5.0 WIN New License UE                            | 12       |
| Adobe       | Adobe TLP    |                  |              | 05/22/03   | 3           | 54011088EA  | Illustrator 10.0 WIN New License UE                       | 12       |
| Adobe       | Adobe TLP    |                  |              | 05/22/03   | 5           | 54011998EA  | Photoshop 7.0 WIN New License UE                          | 1        |
| Adobe       | Adobe TLP    |                  |              | 05/22/03   | 1           | 54010285GA  | Acrobat 5.0 WIN New License UE                            | 1        |
| Adobe       | Adobe TLP    |                  |              | 05/22/03   | 1           | 54010285HA  | Acrobat 5.0 WIN New License UE                            | 1        |
| Adobe       | Adobe TLP    |                  |              | 05/22/03   | 5           | 54012645EA  | Web Content 5.0 WIN New License UE                        | 10       |
| Adobe       | Adobe TLP    |                  |              | 05/22/03   | 2           | 54011088EA  | Illustrator 10.0 MAC New License UE                       | 6        |
| Adobe       | Adobe TLP    |                  |              | 05/22/03   | 1           | 54011998EA  | Photoshop 7.0 WIN New License UE                          | 7        |
| Adobe       | Adobe TLP    |                  |              | 05/22/03   | 1           | 54010285GA  | Acrobat 5.0 WIN New License UE                            | 1        |
| Adobe       | Adobe TLP    |                  |              | 05/22/03   | 1           | 54011988EA  | Photoshop 7.0 WIN New License UE                          | 1        |
| Adobe       | Adobe TLP    |                  |              | 05/22/03   | 1           | 312-0132D   | Exchange Svr 2000 English Disk Kit CD                     | 1        |
| Microsoft   | Microsoft    | 7885610          |              | 08/25/03   | 1           | 059-04134   | Web 2002 Win32 English Disk Kit MVL CD                    | 1        |
| Microsoft   | Microsoft    | 7885610          |              | 08/25/03   | 1           | 1300-00296  | Web 2002 Win32 English Disk Kit MVL CD                    | 1        |
| Microsoft   | Microsoft    | 7885610          |              | 08/18/03   | 2           | D87-0137D   | Web 2002 Win32 English Disk Kit MVL CD                    | 1        |
| Microsoft   | Microsoft    | 7885610          |              | 08/18/03   | 3           | 078-01838   | PowerPoint 2002 Win32 English Disk Kit MVL CD             | 1        |
| Microsoft   | Microsoft    | 7885610          |              | 08/09/03   | 2           | 164-02245   | Publisher 2002 Win32 English Disk Kit MVL CD              | 1        |
| Microsoft   | Microsoft    | 7885610          |              | 08/09/03   | 1           | P73-00166   | Windows Svr Sst 2000 English Disk Kit MVL CD              | 1        |
| Microsoft   | Microsoft    | 7885610          |              | 08/25/03   | 1           | P72-00114   | Windows Advanced Svr 2000 English Disk Kit MVL CD         | 1        |
| Microsoft   | Microsoft    | 7885610          |              | 05/08/03   | 2           | C10-C0832   | Windows Pro 2000 English Disk Kit MVL CD                  | 1        |
| Microsoft   | Microsoft    | 7885610          |              | 08/11/03   | 1           | 823-02146   | Windows .NET Pro 2003 Win32 English Disk Kit MVL CD       | 1        |
| Microsoft   | Microsoft    | 7885610          |              | 08/11/03   | 1           | 659-01453   | Visual Studio .NET Pro 2003 Win32 English Disk Kit MVL CD | 2        |
| Microsoft   | Microsoft    | 7885610          |              | 08/11/03   | 1           | D87-0137D   | Web Pro 2002 Win32 English Disk Kit MVL CD                | 1        |
| Microsoft   | Microsoft    | 7885610          |              | 08/11/03   | 1           | D87-0137D   | Web Pro 2002 Win32 English Disk Kit MVL CD                | 1        |
| Microsoft   | Microsoft    | 7885610          |              | 08/11/03   | 2           | 203-01186   | Visual Studio .NET Pro 2003 Win32 English Disk Kit MVL CD | 1        |
| Microsoft   | Microsoft    | 7885610          |              | 08/11/03   | 1           | 269-06591   | Office Pro 2000 Win32 English Disk Kit MVL CD             | 1        |
| Microsoft   | Microsoft    | 7885610          |              | 08/11/03   | 2           | 269-06617   | Office Pro XP Win32 English Disk Kit MVL CD               | 1        |
| Microsoft   | Microsoft    | 7885610          |              | 08/09/03   | 1           | E85-02008   | Office Pro 2000 Win32 English Disk Kit MVL CD             | 2        |
| Microsoft   | Microsoft    | 7885610          |              | 08/18/03   | 2           | 269-06591   | Windows Svr Sst 2000 English Disk Kit MVL CD              | 1        |
| Microsoft   | Microsoft    | 7885610          |              | 08/25/03   | 1           | P73-00166   | Windows Svr Sst 2000 English Disk Kit MVL CD              | 1        |
| Microsoft   | Microsoft    | 7885610          |              | 08/25/03   | 2           | E85-01172   | Windows XP Professional English Disk Kit MVL CD           | 1        |
| Microsoft   | Microsoft    | 7885610          |              | 08/20/03   | 1           | B23-03710   | Windows Pro 2000 English Disk Kit MVL CD                  | 1        |
| Microsoft   | Microsoft    | 7885610          |              | 08/18/03   | 1           | 076-02484   | Project 2002 Win32 English Disk Kit MVL CD                | 1        |

|           |                |          |          |     |             |  |     |
|-----------|----------------|----------|----------|-----|-------------|--|-----|
| Microsoft | Fulfillment    | 7885610  | 08/18/03 | 2   | D97-01370   | Vista Pro 2002 Win2k English Disk Kit MVL CD BR1                 | 1   |
| Microsoft | Fulfillment    | 7885610  | 08/24/03 | 1   | 658-01444   | Visual Studio Pro 6.0 Win2k English Disk Kit MVL CD              | 1   |
| Microsoft | Fulfillment    | 7885610  | 08/24/03 | 1   | D86-01451   | Vista Std 2002 Win2k English Disk Kit MVL CD BR1                 | 1   |
| Microsoft | Fulfillment    | 7885610  | 08/24/03 | 1   | 184-02245   | Publisher 2002 Win2k English Disk Kit MVL CD                     | 1   |
| Microsoft | Fulfillment    | 7885610  | 08/13/03 | 1   | E85-01172   | Windows XP Professional English Disk Kit MVL CD                  | 1   |
| Microsoft | Fulfillment    | 7885610  | 08/25/03 | 1   | E85-01892   | Windows XP Professional English Disk Kit MVL CD WSP1             | 1   |
| Microsoft | Fulfillment    | 7885610  | 08/19/03 | 1   | 823-02148   | Windows Pro 2000 English Disk Kit MVL CD                         | 1   |
| Microsoft | Fulfillment    | 7885610  | 06/19/03 | 1   | 268-05452   | Office XP Pro Win2k English Multiling Disk Kit MVL CD            | 1   |
| Microsoft | Fulfillment    | 15113597 | 05/30/02 | 2   | 312-02201   | Microsoft Exchange Svr Standard                                  | 2   |
| Microsoft | Microsoft Open | 14693840 | 02/13/02 | 60  | 1 381-01418 | MS NBL EXCH 2000 CAL   | 60  |
| Microsoft | Microsoft Open | 14352824 | 02/13/02 | 30  | 2 021-04548 | MS NBL OFFICE XP STD   | 30  |
| Microsoft | Microsoft Open | 14352824 | 11/07/01 | 1   | 228-00782   | MICROSOFT SQL SERVER 2000 STANDARD EDITION                       | 1   |
| Microsoft | Microsoft Open | 14352824 | 11/07/01 | 1   | C11-00821   | MICROSOFT WINDOWS 2000 SERVER ENGLISH                            | 1   |
| Microsoft | Microsoft Open | 14418503 | 11/07/01 | 3   | C78-00480   | MICROSOFT WINDOWS 2000 SERVER CAL ENGLISH                        | 3   |
| Microsoft | Microsoft Open | 14450488 | 11/26/01 | 1   | 1 923-01188 | MICROSOFT WINDOWS PROFESSIONAL ENGLISH UPGRADE ADVANTAGE OPEN NO | 1   |
| Microsoft | Microsoft Open | 15159451 | 03/21/02 | 2   | 1 E85-00445 | MICROSOFT WINDOWS XP PROFESSIONAL ENGLISH UPGRADE SOFTWARE       | 2   |
| Microsoft | Microsoft Open | 15312098 | 08/11/02 | 1   | 1 021-04549 | MICROSOFT OFFICE XP WIN2K ENGLISH OPEN NO LEVEL                  | 1   |
| Microsoft | Microsoft Open | 15312098 | 07/12/02 | 2   | 2 289-04693 | OFFICE XP OPEN BUSINESS LIC                                      | 2   |
| Microsoft | Microsoft Open | 16497224 | 05/30/03 | 3   | 0 021-04549 | OFFICE XP OPEN BUSINESS LICENSE                                  | 3   |
| Microsoft | Microsoft Open | 15886982 | 10/08/02 | 1   | 0 E85-00425 | Microsoft Windows XP   | 1   |
| Microsoft | Microsoft Open | 15886982 | 10/08/02 | 1   | C11-00821   | MICROSOFT WINDOWS 2000 SERVER ENGLISH                            | 1   |
| Microsoft | Microsoft Open | 15886982 | 10/19/02 | 11  | 2 C78-00845 | MICROSOFT WINDOWS CAL ENGLISH LICENSE SOFTWARE ASSURANCE PACK    | 11  |
| Microsoft | Microsoft Open | 15886982 | 10/19/02 | 2   | C11-00821   | WINDOWS 2000 SERVER ENGLISH                                      | 2   |
| Microsoft | Microsoft Open | 15886982 | 10/19/02 | 6   | 2 C78-00845 | WINDOWS CAL ENGLISH LICENSE SOFTWARE ASSURANCE PACK              | 6   |
| Microsoft | Microsoft Open | 14451765 | 12/04/01 | 2   | 1 021-04548 | MICROSOFT OFFICE XP ENTERPRISE WIN2K ENGLISH OPEN NO LEVEL       | 2   |
| Microsoft | Microsoft Open | 15772188 | 11/08/02 | 1   | 1 021-04548 | OFFICE XP OPEN BUSINESS LICENSE                                  | 1   |
| Microsoft | Microsoft Open | 16282451 | 11/08/02 | 1   | 2 E85-00425 | WINDOWS XP PRO USER LIC OPEN BUSINESS LIC                        | 1   |
| Microsoft | Microsoft Open | 16282451 | 03/31/03 | 25  | 1 C78-00480 | MICROSOFT WINDOWS 2000 SERVER CAL ENGLISH                        | 25  |
| Microsoft | Microsoft Open | 16497189 | 05/30/03 | 30  | 0 289-00539 | MICROSOFT WINDOWS 2000 TERMINAL SERVICES CAL ENGLISH             | 30  |
| Microsoft | Microsoft Open | 18428403 | 05/21/03 | 1   | 1 H90-00285 | Microsoft Office XP  | 1   |
| Microsoft | Microsoft Open | 13828825 | 04/24/01 | 1   | 0 289-03718 | MS NBL OFFICE PRO 2000 VUP                                       | 1   |
| Microsoft | Microsoft Open | 15126041 | 06/03/02 | 20  | 0 289-04693 | MS NBL OFFICE PRO 2000 VUP                                       | 20  |
| Microsoft | Microsoft Open | 13479581 | 03/20/01 | 100 | 0 078-01258 | MS NBL PROJECT CENTRAL 2000                                      | 100 |
| Microsoft | Microsoft Open | 13592305 | 04/13/01 | 10  | 0 078-01258 | MS NBL PROJECT CENTRAL 2000                                      | 10  |
| Microsoft | Microsoft Open | 13815729 | 06/13/01 | 1   | 0 078-01258 | MS NBL 899 2000 SVR SRV CRUP WSP1                                | 1   |
| Microsoft | Microsoft Open | 14848137 | 03/20/02 | 3   | 0 C10-00475 | MS NBL 899 2000 ADV SVR  | 3   |
| Microsoft | Microsoft Open | 15878388 | 12/11/02 | 25  | 0 C78-00538 | MS NBL 2000 TERRA SVCS CAL                                       | 25  |
| Microsoft | Select 4       | 3113204  | 08/27/01 | 13  | 1 E23-00308 | Windows Pro 2000 English VUP MVL MENT VHost 4.02.51              | 13  |
| Microsoft | Select 4       | 3113204  | 08/30/01 | 1   | 1 078-01515 | PowerPack 2002 Win2k English MVL                                 | 1   |
| Microsoft | Select 4       | 3113204  | 02/29/02 | 2   | 1 078-01515 | Project 2000 Win2k English MVL                                   | 2   |
| Microsoft | Select 4       | 3113204  | 08/28/01 | 1   | 1 021-04820 | Office XP Win2k English MVL                                      | 1   |
| Microsoft | Select 4       | 3113204  | 10/25/01 | 1   | 1 289-04852 | Office XP Pro Win2k English MVL                                  | 1   |
| Microsoft | Select 4       | 3113204  | 08/28/01 | 2   | 1 C78-00118 | Windows Tamil Svcs CAL 2000 English MVL                          | 2   |
| Microsoft | Select 4       | 3113204  | 09/28/01 | 1   | 1 340-01055 | Windows Pro 7.0 Win2k English MVL                                | 1   |
| Microsoft | Select 4       | 3113204  | 08/28/01 | 1   | 1 289-04652 | Office XP Pro Win2k English MVL                                  | 1   |
| Microsoft | Select 4       | 3113204  | 08/28/01 | 1   | 1 289-04652 | Office XP Pro Win2k English MVL                                  | 1   |
| Microsoft | Select 4       | 3113204  | 08/27/01 | 1   | 1 078-01151 | Project 2000 Win2k English MVL                                   | 1   |
| Microsoft | Select 5       | 9384163  | 08/09/03 | 5   | 1 P73-00158 | Windows Svr Std 2003 English Multiling MVL                       | 5   |
| Microsoft | Select 5       | 9384163  | 08/09/03 | 2   | 1 021-04813 | Office XP Win2k All Languages RVL                                | 2   |
| Microsoft | Select 5       | 9384163  | 08/09/03 | 14  | 2 381-01439 | Exchange CAL 2000 All Languages MVL                              | 14  |
| Microsoft | Select 5       | 9384163  | 06/29/03 | 14  | 3 C78-00478 | Windows CAL 2000 All Languages MVL                               | 14  |
| Microsoft | Select 5       | 9384163  | 06/25/03 | 1   | 1 021-04813 | Office XP Win2k All Languages MVL                                | 1   |
| Microsoft | Select 5       | 9384163  | 08/25/03 | 1   | 2 381-01439 | Exchange CAL 2000 All Languages MVL                              | 1   |
| Microsoft | Select 5       | 9384163  | 08/25/03 | 1   | 3 C78-00478 | Windows CAL 2000 All Languages MVL                               | 1   |
| Microsoft | Select 5       | 9384163  | 08/25/03 | 1   | 1 021-04813 | Office XP Win2k All Languages RVL                                | 1   |
| Microsoft | Select 5       | 9384163  | 08/25/03 | 1   | 2 381-01439 | Exchange CAL 2000 All Languages MVL                              | 1   |
| Microsoft | Select 5       | 9384163  | 08/25/03 | 1   | 3 C78-00478 | Windows CAL 2000 All Languages MVL                               | 1   |





| Product Description  | Product   | Program   | Version | Quantity |
|--|---|-----------|---------|----------|
| Exchange CAL 2000 All Languages VUP OLP NL                           | Exchange CAL (Version Upgrade)                                | Corporate | 2000    | 198      |
| Exchange Svr Ent 2000 English VUP OLP NL                             | Exchange Server - Enterprise (Version Upgrade)                | Corporate | 2000    | 1        |
| SQL Svr 2000 Standard Edtn English OLP NL 1 Processor License        | SQL Server Standard Edition (Standard)                        | Corporate | 2000    | 1        |
| SQL Svr Standard Edtn English Lic/SA Pack OLP NL 1 Processor License | SQL Server Standard Edition (License/Software Assurance Pack) | Corporate | Non-s   | 2        |
| Visio Std 2003 Win32 English OLP NL                                  | Visio Standard (Standard)                                     | Corporate | 2003    | 15       |
| Windows Advanced Svr 2000 English OLP NL                             | Windows 2000 Advanced Server (Standard)                       | Corporate | 2000    | 1        |
| Windows CAL 2000 English CVUP OLP NL                                 | Windows 2000 CAL (Competitive/Version Upgrade)                | Corporate | 2000    | 201      |
| Windows Svr 2000 English OLP NL                                      | Windows 2000 Server (Standard)                                | Corporate | 2000    | 4        |
| Windows Svr 2000 English VUP OLP NL                                  | Windows 2000 Server (Version Upgrade)                         | Corporate | 2000    | 1        |
| Windows Svr English Lic/SA Pack OLP NL                               | Windows 2000 Server (License/Software Assurance Pack)         | Corporate | Non-s   | 2        |
| Windows Svr Std 2003 Win32 English OLP NL                            | Windows Server Standard (Standard)                            | Corporate | 2003    | 6        |
| Windows Svr Std Win32 English Lic/SA Pack OLP NL                     | Windows Server Standard (License/Software Assurance Pack)     | Corporate | Non-s   | 1        |
| Windows Terminal Svr CAL 2003 WinNT English OLP NL Device CAL        | Windows Terminal Server CAL (Standard)                        | Corporate | 2003    | 70       |
| Access 97 Win32 English OLP A  | Access (Standard)   | Corporate | 97      | 10       |
| Office 97 Win32 English OLP B  | Office (Standard)   | Corporate | 97      | 75       |
| Exchange CAL 2000 All Languages OLP NL                               | Exchange CAL (Standard)                                       | Corporate | 2000    | 3        |
| Exchange CAL 2000 All Languages VUP OLP NL                           | Exchange CAL (Version Upgrade)                                | Corporate | 2000    | 198      |
| Exchange CAL 5.5 English OLP NL                                      | Exchange CAL (Standard)                                       | Corporate | 5.5     | 1        |
| Exchange Svr 2000 English OLP NL                                     | Exchange Server - Standard (Standard)                         | Corporate | 2000    | 1        |
| Exchange Svr Ent 2000 English VUP OLP NL                             | Exchange Server - Enterprise (Version Upgrade)                | Corporate | 2000    | 1        |
| Office 2000 Win32 English OLP NL                                     | Office (Standard)   | Corporate | 2000    | 92       |
| Office Mac 2001 English OLP NL                                       | Office Mac (Standard)   | Corporate | 2001    | 1        |
| Office Pro 2000 Win32 English OLP NL                                 | Office Professional (Standard)                                | Corporate | 2000    | 25       |
| Outlook 2000 Win32 English OLP NL                                    | Outlook (Standard)  | Corporate | 2000    | 10       |

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|  |   |           |       |     |
|--|---|-----------|-------|-----|
| Project 2002 Win32 English OLP NL w/1<br>ProjectSvr CAL          | Project(Standard)   | Corporate | 2002  | 5   |
| SQL CAL 2000 English OLP NL Device CAL                           | SQL CAL(Standard)   | Corporate | 2000  | 5   |
| SQL Svr 2000 Standard Edtn EN CVUP<br>OLP NL 999 Cit 1 Proc Lic  | SQL Server Standard<br>Edition(Competitive/Version Upgrade) | Corporate | 2000  | 3   |
| SQL Svr 2000 Standard Edtn English OLP<br>NL                     | SQL Server Standard Edition(Standard)                       | Corporate | 2000  | 4   |
| SQL Svr 2000 Standard Edtn English OLP<br>NL 1 Processor License | SQL Server Standard Edition(Standard)                       | Corporate | 2000  | 5   |
| VB Pro 6.0 Win32 English OLP NL                                  | Visual Basic Pro(Standard)                                  | Corporate | 6     | 1   |
| Visio Pro 2000 Win32 English OLP NL                              | Visio Professional(Standard)                                | Corporate | 2000  | 1   |
| Visio Std 2000 Win32 English OLP NL                              | Visio Standard(Standard)                                    | Corporate | 2000  | 13  |
| Visio Std 2002 Win32 English OLP NL                              | Visio Standard(Standard)                                    | Corporate | 2002  | 1   |
| VStudio Ent Edtn 6.0 Win32 EN PUP OLP<br>NL /VB6/MC++6VJH+6M     | Visual Studio .NET Ent Developer(Product<br>Upgrade)        | Corporate | 6     | 2   |
| VStudio Ent Edtn 6.0 Win32 English OLP<br>NL                     | Visual Studio Enterprise Edtn(Standard)                     | Corporate | 6     | 1   |
| Windows 98 English VUP OLP NL                                    | Windows 98(Version Upgrade)                                 | Corporate | 98    | 19  |
| Windows Advanced Svr 2000 English OLP<br>NL                      | Windows 2000 Advanced Server(Standard)                      | Corporate | 2000  | 1   |
| Windows CAL 2000 English CVUP OLP NL                             | Windows 2000 CAL(Competitive/Version<br>Upgrade)            | Corporate | 2000  | 201 |
| Windows Pro 2000 English PUP OLP NL                              | Windows 2000 Professional(Product<br>Upgrade)               | Corporate | 2000  | 5   |
| Windows Pro 2000 English VUP OLP NL                              | Windows 2000 Professional(Version<br>Upgrade)               | Corporate | 2000  | 4   |
| WinNT Wrkstn 4.0/3.51  | Windows 2000 Server(Standard)                               | Corporate | 2000  | 7   |
| Windows Svr 2000 English OLP NL                                  | Windows 2000 Server(Version Upgrade)                        | Corporate | 2000  | 1   |
| Windows Svr 2000 English VUP OLP NL                              | Windows 2000 Server(License/Software<br>Assurance Pack)     | Corporate | Non-s | 3   |
| Windows Svr English Lic/SA Pack OLP NL                           | Windows 2000 Server(License/Software<br>Assurance Pack)     | Corporate | Non-s | -1  |
| Windows Svr English Lic/SA Pack OLP NL                           | Windows Server Standard(Standard)                           | Corporate | 2003  | 4   |
| Windows Svr Std 2003 Win32 English OLP<br>NL                     | Windows 2000 Trmnl Services<br>CAL(Standard)                | Corporate | 2000  | 10  |
| Windows Trmnl Svcs CAL 2000 English<br>OLP NL                    | Windows XP Professional(Upgrade)                            | Corporate | XP    | 13  |
| Windows XP Professional English UPG OLP<br>NL                    | Windows NT CAL(Standard)                                    | Corporate | 4     | 42  |
| WinNT CAL 4.0 English OLP NL                                     |   |           |       |     |

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### **Scalability**

All systems in place can scale through the addition of more hard drive space, extra processors, more memory, etc. We size all servers and workstations to last us 3 years. Our most powerful servers are the ones used for the Axapta SQL Server database and for Microsoft Exchange. These are relatively new servers and should last us 2 more years. Both servers are in the \$20K range. As we move more functionality out to the web, it may be necessary to increase the capacity of the web servers. Again, we would be estimating around \$20K.

**Internet Access**

T1 from SNIP Coming into a Cisco Pix 515E Firewall. Virus protection from Symantec Enterprise Anti-Virus.  
Content filtering through SurfControl  
DSL from various local providers coming into a Cisco Pix 506E Firewall. Virus protection from Symantec Enterprise  
Anti-Virus. Content filtering through SurfControl

**Website**

[www.discrimakers.com](http://www.discrimakers.com)

[myaccount.discrimakers.com](http://myaccount.discrimakers.com)

[quote.discrimakers.com](http://quote.discrimakers.com)

[www.discrimarket.com](http://www.discrimarket.com)

[www.studiofinder.com](http://www.studiofinder.com)

[search.discrimakers.com](http://search.discrimakers.com)

**Transaction Processing**  
Catalog requests, information requests, template download registration, Studio Partner Program Signups

customer access to their order information. Manage their account, View Order History, View Current Orders, Track where they are in the plant, view/change addresses, View proofs, view quotes

real time on-line quoting system

ecommerce site for Hardware and Consumables.

Recovering Studio Search Engine. Studios can add themselves to our database

Searching across all domains



**ACKNOWLEDGMENT**

STATE OF NEW YORK :  
 : ss  
COUNTY OF :

On this 23<sup>rd</sup> day of March, 2006, before me, a Notary Public, personally appeared Michael Allen, who acknowledged himself/herself to be a duly acting Vice President of Audio and Video Labs Holdings, Inc. and that he/she as such Vice President, being duly authorized to do so, executed the foregoing Patents, Trademarks, Copyrights and Licenses Security Agreement for the purposes therein contained by signing his/her name as such Vice President on behalf of such corporation.

David A. DeLano  
Notary Public  
My Commission Expires:

DAVID A. DE LANO  
Notary Public, State of New York  
No. 01DE4975633  
New York, New York  
06

**ACKNOWLEDGMENT**

STATE OF NEW JERSEY

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: ss  
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COUNTY OF

On this 23<sup>rd</sup> day of March, 2006, before me, a Notary Public, personally appeared Anthony W. Lamarcia, who acknowledged himself to be the duly elected Vice President of Wilmington Trust FSB, and that he as such Vice President, being duly authorized to do so, executed the foregoing Patents, Trademarks, Copyrights and Licenses Security Agreement for the purposes therein contained by signing his name as such Vice President on behalf of Assignee.

David A. De Paris, Jr.

Notary Public

My Commission Expires:

DAVID A. DE PARIS, JR.  
Notary Public, State of New York  
No. 01DE4975535  
Qualified in New York County  
Commission Expires Dec. 10, 20 06

Patents, Trademarks, Copyrights, and Licenses Security Agreement