

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
EFFECTIVE DATE:	09/11/2007

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Commodore International B.V.		09/11/2007	LIMITED LIABILITY COMPANY: NETHERLANDS

**RECEIVING PARTY DATA**

Name:	Tulip Computers N.V.
Street Address:	Databankweg 7
City:	3821 AL Amersfoort
State/Country:	NETHERLANDS
Entity Type:	LIMITED LIABILITY COMPANY: NETHERLANDS

**PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Registration Number:	1251535	COMMODORE
Registration Number:	3067377	C -COMMODORE
Registration Number:	1242650	C

**CORRESPONDENCE DATA**

Fax Number: (609)924-3036  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 609-924-8555  
 Email: tdenys@mathewslaw.com  
 Correspondent Name: Todd A. Denys  
 Address Line 1: 29 Thanet Road, Suite 201  
 Address Line 4: Princeton, NEW JERSEY 08540

ATTORNEY DOCKET NUMBER: 5356-119 US

**DOMESTIC REPRESENTATIVE**

CH \$90.00 1251535

Name: Todd A. Denys  
Address Line 1: 29 Thanet Road, Suite 201  
Address Line 4: Princeton, NEW JERSEY 08540

NAME OF SUBMITTER:	Todd A. Denys
Signature:	/todd a denys/
Date:	09/26/2007

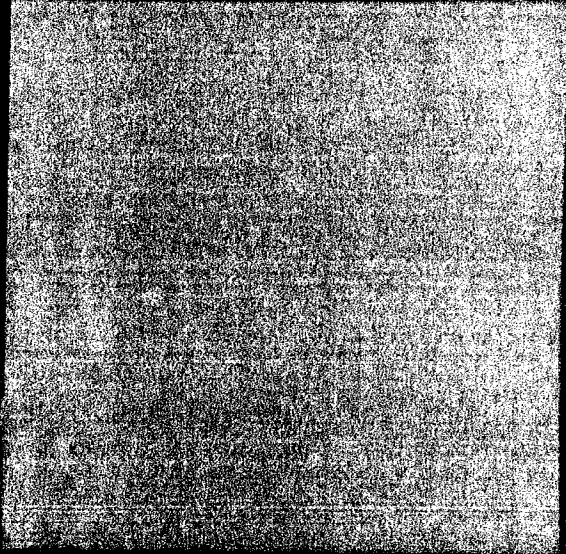
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Van Beens Van de Caste

NOTARISSEN



TRADEMARK

REEL: 003628 FRAME: 0177



Veldhuizen Beens Van de Castel

**N O T A R I S S E N**

**TRUE COPY OF THE DEED OF PLEDGE OF  
TRADEMARKS**

by:

Commodore International B.V.

with corporate seat in 's-Hertogenbosch

to:

Tulip Computers N.V.

with corporate seat in Amersfoort

deed of the 11th day of September 2007



**DEED OF PLEDGE OF TRADEMARKS**

This day, the eleventh day of September two thousand seven, appeared before me, mr. —  
Johannes Karel Schurings, civil law notary officiating in Amersfoort: \_\_\_\_\_  
mr. Marye Laura van der Grinten - van de Wetering, employed by me, civil law notary, \_\_\_\_\_  
residing at Amersfoort, Arnhemseweg 14, born in Amersfoort on the thirteenth day of \_\_\_\_\_  
December nineteen hundred seventy-eight, \_\_\_\_\_  
acting as attorney in writing of: \_\_\_\_\_

1. mr. Mark Elbertse, residing at 4033 EW Lienden, Dorpsstraat 9, born in Utrecht on the —  
twenty-eight day of February nineteen hundred sixty-eight, whose identity appears from —  
a Dutch passport with number NH8889229, valid thru the twenty-first day of March two —  
thousand ten, \_\_\_\_\_  
acting as sole managing director of the limited liability company: **Tulip Computers** —  
**N.V.**, with corporate seat in Amersfoort and with office at 3821 AL Amersfoort, \_\_\_\_\_  
Databankweg 7, registered in the trade register under number: 16030993, \_\_\_\_\_  
acting for the purposes hereof: \_\_\_\_\_
  - a. for itself, \_\_\_\_\_  
hereinafter referred to as: Pledgee; \_\_\_\_\_
  - b. as Security Agent as referred to in the Agreement as defined hereinafter; \_\_\_\_\_
2. mr. Ben van Wijhe, residing at 7216 PL Kring van Dorth, Wittendijk 13, born in \_\_\_\_\_  
Apeldoorn on the third day of December nineteen hundred sixty-five, whose identity —  
appears from a Dutch passport with number NF1411261, valid thru the eighteenth day —  
of September two thousand eight, \_\_\_\_\_  
acting as independently authorised managing director of a corporation established \_\_\_\_\_  
under the laws of Colorado, United States of America: **Commodore International** —  
**Corporation**, with corporate seat in Colorado, United States of America, and with office  
at 3741 GP Baarn, Hermesweg 15, registered in the trade register of the State of \_\_\_\_\_  
Colorado under number 19991089075, \_\_\_\_\_  
acting for the purposes hereof: \_\_\_\_\_
  - a. for itself, \_\_\_\_\_  
hereinafter referred to as: CIC; \_\_\_\_\_
  - b. as sole managing director of the private company with limited liability: \_\_\_\_\_  
**Commodore International B.V.**, with corporate seat in 's-Hertogenbosch and with  
office at 3741 GP Baarn, Hermesweg 15, registered in the trade register under \_\_\_\_\_  
number 16088897, \_\_\_\_\_  
hereinafter also referred to as: Pledgor. \_\_\_\_\_

**INTRODUCTION**

The person appearing, acting as stated, declared the following: \_\_\_\_\_

- A. The private company with limited liability: **Tulip Computers Holding B.V.**, with corporate  
seat in Amersfoort and with office at 3821 AL Amersfoort, Databankweg 7, registered in  
the trade register under number 16081437, hereinafter referred to as: Tulip Computers -  
Holding, and CIC entered into a Share Purchase Agreement dated the twenty-fourth —



- day of March two thousand five, hereinafter referred to as: SPA, which contains the — details of the sale of the entire share capital in the Pledgor to CIC; \_\_\_\_\_
- B. In the SPA it was agreed that the purchase price would be paid according to an agreed payment scheme as defined in the SPA and as a result Tulip Computers Holding is — entitled to a receivable vis-à-vis CIC, hereinafter referred to as: Claim. Tulip Computers Holding assigned the Claim to the Pledgee in a deed of assignment dated the tenth day of November two thousand six, which assignment was co-signed by CIC. A copy of this deed of assignment is attached to this deed. \_\_\_\_\_
- C. The Pledgee and CIC furthermore entered into the Agreement Amendment Concerning Formalisation of Existing Securities and Financing Facilities Granted to CIC dated the — fourth day of September two thousand seven, a copy of which is attached to this deed, — hereinafter referred to as: Agreement. \_\_\_\_\_  
According to the Agreement, the Pledgee provides CIC a postponement for the — payment of the Claim. \_\_\_\_\_  
According to and under the conditions set out in the Agreement, the Pledgee has — granted a loan to CIC amounting to one million two hundred thousand euro (EUR — 1,200,000.00), as a result of which the Pledgee has a claim on CIC, hereinafter — referred to as: Loan. \_\_\_\_\_
- D. In addition to the security rights that have been agreed upon with respect to the — payment of the Claim by CIC to the Pledgee and as security for the payment of the — Loan, Parties wish to agree that the Pledgee will receive a pledge on the trademarks of the Pledgor as specified in the annex as attached to this deed, hereinafter referred to — as: the Trademarks. \_\_\_\_\_
- E. The pledge on the Trademarks shall be effected by this deed. \_\_\_\_\_

**PERFORMANCE** \_\_\_\_\_

To perform the agreement as referred to under D. the person appearing, acting as stated, — declared: \_\_\_\_\_

**Article 1** \_\_\_\_\_

**Pledge** \_\_\_\_\_

- 1.1. Parties hereby agree that the Pledgee will receive a pledge on the Trademarks: —  
a. in addition to the security rights that have been agreed upon with respect to — the payment of the Claim by CIC to the Pledgee and as security for the — payment of the Loan, \_\_\_\_\_  
b. as security for the payment of the obligations of CIC as referred to in article 4 — of the Agreement to the parties as referred to in this article 4 other than the — Pledgee for which obligations the Pledgee acts as Security Agent, as agreed — between parties in the Agreement and the three (3) powers of attorney of — these parties, copies of which are attached to this deed. \_\_\_\_\_
- 1.2. Pursuant to article 1.1. the Pledgor hereby grants the Pledgee as a (first) pledge but taking into account the provisions of article 3.1.b, as the Pledgee hereby accepts, — the pledge of the Trademarks. \_\_\_\_\_
- 1.3. This pledge of the Trademarks will be registered in all relevant trademark registers — by the Pledgee. All costs thereof as well as the costs of the termination of the — Pledge will be for the account of the Pledgor. \_\_\_\_\_

**Article 2** \_\_\_\_\_





### Conditions of the pledge

- 2.1. Without the Pledgee's prior written permission, which permission must be requested in due time, the Pledgor shall not be empowered to transfer or deliver the \_\_\_\_\_ Trademarks to third parties or to establish on them any usufruct, pledge or other \_\_\_\_\_ right for the benefit of any party other than the Pledgee. The Pledgee shall be \_\_\_\_\_ entitled to subject such permission to further conditions. \_\_\_\_\_
- 2.2. As soon as CIC fails to perform its obligations for which the pledge has been \_\_\_\_\_ granted, the Pledgee shall be entitled to execute the right of pledge without \_\_\_\_\_ observance of any period and without any warning being necessary to the Pledgor. - The said default shall take effect without any notice of default being given. The \_\_\_\_\_ Pledgee shall be empowered, however, to postpone the execution of the \_\_\_\_\_ Trademarks to a later time more suitable to it. \_\_\_\_\_
- 2.3. Notwithstanding the provisions of article 3:249 of the Dutch Civil Code, the \_\_\_\_\_ Pledgee's performance of the rights included in this deed and the time at which they will be exercised shall all be at the Pledgee's option, while any failure or delay in the exercise of any right may not be interpreted as if the Pledgee had waived that right. -
- 2.4. In respect of the existence and the amount of the obligations as security for the \_\_\_\_\_ payment of which this pledge is carried out, a statement made by the Pledgee in \_\_\_\_\_ conformity with its accounts shall constitute full proof, barring counter-evidence. In \_\_\_\_\_ the event of a conflict between parties with respect to the amount of the obligations - as security for the payment of which this pledge is carried out, the Pledgee shall be \_\_\_\_\_ entitled to exercise its right to execute. \_\_\_\_\_
- 2.5. The Pledgee shall only be obliged to release the pledge if in the Pledgee's view it \_\_\_\_\_ has no further claim on CIC. \_\_\_\_\_
- 2.6. All expenses involved in the creation and performance of this agreement, including \_\_\_\_\_ the cost of legal counsels and other experts, shall be for account of the Pledgor. \_\_\_\_\_
- 2.7 This agreement and its execution shall be governed by Dutch law. \_\_\_\_\_

### Article 3

#### Guarantees

- 3.1. The Pledgor hereby declares and hereby guarantees to the Pledgee that: \_\_\_\_\_
- a. the Pledgor is empowered to pledge the Trademarks; \_\_\_\_\_
  - b. the Trademarks are not subject to any other pledge or usufruct or encumbered with any other right as referred to in article 3:237 paragraph 2 of the Dutch \_\_\_\_\_ Civil Code, except for the following Trademarks, which are already pledged to \_\_\_\_\_ a third party: \_\_\_\_\_
    - Benelux – 722644 – Benelux – C-COMMODORE – 9, 16, 37, 42; \_\_\_\_\_
    - Benelux – 792810 – Benelux – C-COMMODORE – 9, 25, 38, 41; \_\_\_\_\_
    - Benelux – 790977 – Benelux – C-COMMODORE – 9, 25, 38, 41. \_\_\_\_\_
  - c. Nobody can claim the Trademarks by virtue of any option and/or other right. \_\_\_\_\_
- 3.2. The Pledgor and CIC have given the Pledgee all information and particulars in \_\_\_\_\_ connection with the Trademarks that, as they have understood or should reasonably have understood, are relevant to the Pledgee. \_\_\_\_\_

### ANNEXES

- The following documents will be attached to this deed: \_\_\_\_\_
- a list of the Trademarks as referred to under article 1.1.; \_\_\_\_\_



- a copy of the deed of assignment as referred to under B; \_\_\_\_\_
- a copy of the Agreement; \_\_\_\_\_
- a copy of the powers of attorney as referred to in article 1.1.; \_\_\_\_\_
- two (2) powers of attorney. \_\_\_\_\_

**POWERS OF ATTORNEY** \_\_\_\_\_

The powers of attorney for the person appearing appear from two (2) private deeds, which -- will be attached to this deed. \_\_\_\_\_

Sufficient proof of the existence of these powers of attorney has been given me, notary. \_\_\_\_\_

The person appearing is known to me, notary. \_\_\_\_\_

WHEREOF AN ORIGINAL DEED was executed in Amersfoort on the date as stated at the -- head of this deed. \_\_\_\_\_

After the gist of this deed had been stated to the person appearing she declared that she -- had taken note of the content of this deed and did not desire it to be read out in full. \_\_\_\_\_

Subsequently, upon being read out in part, this deed was signed by the person appearing -- and me, notary. \_\_\_\_\_

**ISSUED FOR TRUE COPY**



**Veldhuizen Beens Van de Castel notarissen**  
**Postbus 49**  
**3800 AA Amersfoort**

**POWER OF ATTORNEY**

The undersigned:

Ben van Wijhe, residing at 7216 PL Kring van Dorth, Wittendijk 13, born in Apeldoorn on the third day of December nineteen hundred sixty-five, whose identity appears from a Dutch passport with number NF1411261, valid thru the eighteenth day of September two thousand eight,

acting as independently authorised managing director of a corporation established under the laws of Colorado, United States of America: **Commodore International Corporation**, with corporate seat in Colorado, United States of America, and with office at 3741 GP Baarn, Hermesweg 15, registered in the trade register of the State of Delaware under number 19991089075,

acting for the purposes hereof:

- a. for itself,
- b. as sole managing director of the private company with limited liability: **Commodore International B.V.**, with corporate seat in 's-Hertogenbosch and with office at 3741 GP Baarn, Hermesweg 15, registered in the trade register under number 16088897,

herewith grants full power of attorney to:

each (candidate) civil-law notary of the office of Veldhuizen Beens Van de Castel, civil law notaries,

especially for and on behalf of the undersigned, acting as stated, to appear at the execution of a notarial deed of pledge of trademarks by Commodore International B.V. to Tulip Computers N.V. in accordance with the draft deed of Veldhuizen Beens Van de Castel notarissen with reference 162868 MWE 329506,

and to perform everything else that the attorney deems necessary, useful or advisable in the matter, everything with the power of substitution and with indemnity for the attorney for all activities that he has performed within the framework of this power of attorney.

This power of attorney shall remain in full force and effect until revoked by written communication to the proxyholder.

Signed at Baarn, on 7 September 2007.

162868

MWE

329540

## Grimshaw & Harring

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September 11, 2007

Veldhuizen Beens Van de Castel Notarissen  
attention Mr. J.K. Schurings  
Arnhemseweg 14  
3817 CH Amersfoort  
The Netherlands

Ladies and Gentlemen:

We have acted as special Colorado counsel to Commodore International Corporation, a Colorado corporation (the "Company"). The Company has requested us to provide this letter concerning the resolution adopted by unanimous written consent of the Board of Directors of the Company (the "Board") that is attached to this letter (the "Resolution").

In connection with this opinion we have examined and relied upon the originals, or copies certified or otherwise identified to our satisfaction, of such corporate documents and records of the Company, and certificates of public officials and other documents, and have received such information from officers and representatives of the Company, as we have deemed necessary or appropriate to enable us to express the opinion expressed below.

We have not conducted any independent investigation concerning any factual matters relating to this letter. We have assumed, and express no opinion as to, (a) the genuineness of all signatures on the Resolution, (b) the authenticity and completeness of all documents submitted to us, (c) the conformity to originals and completeness of the copy of the Resolution provided to us by the Company, (d) the lack of any termination, modification, waiver or amendment to the Resolution, (e) the legal competence or capacity of all persons executing the Resolution, and (f) the absence of fraud, mutual mistake of fact or misunderstanding, duress, or undue influence in connection with the transactions contemplated by the Resolution. We have also relied upon, and without any independent investigation have assumed the accuracy of, the Company's representation to us that the persons whose signatures appear on the Resolution constitute all of the duly elected directors of the Company.

Based upon the foregoing, subject to the assumptions and qualifications referred to herein, it is our opinion that the Company has, by virtue of and pursuant to the

Resolution, duly and validly authorized Mr. Ben van Wijhe to act on behalf of the Company with respect to the matters set forth in the Resolution, including the execution of powers of attorney with respect to the execution and delivery of the following documents:

1. the deed of confirmation of a pledge;
2. the deed of pledge of trademarks;
3. de akte va verpanding aandelen op naam Commodore International B.V. (*the deed of pledge of shares in the share capital of Commodore International B.V.*); and
4. de akte van verpanding aandelen op naam Commodore Gaming B.V. (*the deed of pledge of shares in the share capital of Commodore Gaming B.V.*).

We are licensed to practice law only in the State of Colorado, and we express no opinion with respect to the effect of any law other than the law of the State of Colorado. The opinion set forth above is based solely on and are limited in all respects to the law of the State of Colorado.

In rendering the conclusion above, we are only addressing the specific legal issue expressly set forth herein, and no opinion shall be inferred as to other matters. This opinion is solely for your benefit and may not be relied upon by any person other than you and may not be used or relied upon by or published or communicated to any other individual, partnership, corporation or other entity without in each instance our prior written consent. Our opinion is given as of the date hereof. No opinions are expressed with respect to the effect of any subsequent change in the laws or facts referred to herein, and we assume no obligation to advise you of any such change. This opinion is limited to the matters set forth herein, and no opinion may be inferred or implied beyond the matters expressly contained herein. This letter expresses only our legal opinion and does not constitute, and should not be relied upon, as a guaranty.

Very truly yours,

GRIMSHAW & HARRING, P.C.



By: Paul J. Hanley

Resolution to authorize conclusion of documents -- Tulip

Pursuant to the authority set forth in Colorado Business Corporation Act Section 7-108-202, the undersigned, being all the directors of Commodore International Corporation, a Colorado corporation (the "Corporation"), hereby dispense with the formality of a meeting, take the following actions, and adopt the following resolution:

WHEREAS, the Corporation is about to conclude a financing transaction with Tulip Computers part of which is comprised of the provision of guarantees to Tulip Computers in the form of pledge of shares and pledge of trademarks; and

WHEREAS the corporation is required to authorize its representative to execute all documents required for said transaction, copies of which are attached to this resolution;

RESOLVED, that the Corporation solely authorizes its CEO, Mr. Ben van Wijhe, to execute on behalf of the Corporation all necessary documents for the above mentioned transaction, including power of attorneys, deeds of pledge and other documents.

The undersigned hereby certifies that the foregoing is a true record of a resolution duly adopted by the Board of Directors and that said resolution was made in accordance with state law and the Bylaws of the above-named Corporation on September 6, 2006, and that said resolution is now in full force and effect without modification or rescission.

IN WITNESS WHEREOF, I have executed my name as Director this

6 of September 2006

Director: Ben van Wijhe

Director: Chris Schomper

TRADEMARK

REEL: 003628 FRAME: 0187

**DRAFT**

**DEED OF CONFIRMATION OF A PLEDGE**  
**("Akte van Vaststelling")**

This day, the + day of + two thousand seven, appeared before me, mr. Johannes Karel Schurings, civil law notary officiating in Amersfoort:

+

acting as attorney in writing of:

1. mr. Mark Elbertse, residing at 4033 EW Lienden, Dorpsstraat 9, born in Utrecht on the twenty-eight day of February nineteenhundred sixty-eight, whose identity appears from a Dutch passport with number NH8889229, valid thru the twenty-first day of March two thousand ten,  
acting as sole managing director of the limited liability company: Tulip Computers N.V., with corporate seat in Amersfoort and with office at 3821 AL Amersfoort, Databankweg 7, registered in the trade register under number: 16030993;  
which company hereby acts as sole managing director of the private company with limited liability: **Tulip Computers Holding B.V.**, with corporate seat in Amersfoort and with office at 3821 AL Amersfoort, Databankweg 7, registered in the trade register under number 16081437;  
hereinafter referred to as: Pledgee;
2. mr. Ben van Wijhe, residing at 7216 PL Kring van Dorth, Wittendijk 13, born in Apeldoorn on the third day of December nineteenhundred sixty-five, whose identity appears from a Dutch passport with number +, valid thru the + day of + two thousand +, acting as independently authorised managing director of a corporation established under the laws of Colorado, United States of America: **Commodore International Corporation**, with corporate seat in +, and with office at +, registered in the trade register of the State of Colorado under number 32117534,  
hereinafter also called: Pledgor.

**INTRODUCTION**

The person appearing, acting as stated, declared the following:

- A. The Pledgor and the Pledgee have entered into an Alternative Security Agreement on the twenty-fifth day of October two thousand five, a copy of which is attached to this deed, hereinafter referred to as: the Agreement.
- B. Pursuant to the Agreement:
  - (i) the Pledgor and the Pledgee have entered into a Share Purchase Agreement dated the twenty-fourth day of March two thousand five, which contains the details of the sale of the entire share capital in the private company with limited liability: Commodore International B.V. to Pledgor, hereinafter referred to as: SPA;
  - (ii) as security for the payment of a part of the purchase price according to the payment scheme as stipulated in clause 7.3 of the SPA, hereinafter referred to as: Scheduled Payments, the Pledgor and the Pledgee agreed in clause 8 of the SPA

**DRAFT**

that, in compliance with the contents of this clause 8, the Pledgor would deliver a first demand bank guarantee for the benefit of Pledgee. The ultimate date for the delivery of the bank guarantee was the second day of July two thousand five. Until now the Pledgor did not yet deliver the bank guarantee;

- (iii) the Pledgee explicitly maintains its right to demand a bank guarantee as stipulated in clause 8 of the SPA but at the same time the Pledgee is prepared to accept an alternative security provided that the Pledgee will obtain the same level of security as agreed in the SPA;
  - (iv) the Pledgor and the private company with limited liability: The Content Factory B.V., hereinafter referred to as: TCF, entered into a Joint Venture and Licence Agreement dated the twelfth day of August two thousand five, hereinafter referred to as: JV-agreement.
- C. Pursuant to the Agreement the Pledgor pledged its rights as described in article 2 of this deed to the Pledgee. This pledge has been announced to TCF, as defined hereinafter, which announcement appears from a letter of TCF dated the thirteenth day of February two thousand six in which TCF confirms that TCF is aware of the Agreement, a copy of which letter is attached to this deed. Pledgee and the Pledgor wish to confirm the aforementioned pledge by this deed.

**PERFORMANCE**

To perform the confirmation of the pledge as referred to under C. the person appearing, acting as stated, hereby confirms that in the Agreement the following literal text is included:

**"1. Rights under clause 8 of the SPA**

- 1.1. *Tulip does not waive any of its rights under article 8 of the SPA or any other stipulation in the SPA but Tulip accepts as alternative securities the securities as described in article 2 of this agreement.*

**2. Alternative securities**

- 2.1. *Parties agreed on the following alternative securities:*

- *Article 5.1.1. of the JV-agreement provides for a payment of € 18 million by the JV Company as defined in the JV-agreement to YMV as purchase price for a Games License Agreement as defined in the JV-agreement. An amount of € 12 million of this purchase price will be paid in cash to YMV over a period of 5 years. YMV will receive a guarantee from TCF. YMV hereby pledges its rights on the purchase price of € 12 million in cash and the guarantee it will receive from TCF to Tulip – together up to a maximum amount of € 3,5 million - as security for the Scheduled Payments. This alternative security will be hereinafter referred to as "Alternative Security 1".*
- *YMV hereby agrees to issue a convertible promissory note - in the form as set forth in Schedule 2 - for an amount of € 3,5 million payable to Tulip which amount is payable by conversion into 5.000.000 shares in the capital of YMV ("Promissory Note"). This additional alternative security will be hereinafter referred to as "Alternative Security 2".*

**3. Notice and conversion**

- 3.1. *As soon as YMV fails to fulfil a Scheduled Payment completely and in time, Tulip has the right to notify TCF of such failure. Consequently Tulip will have the right to*



## DRAFT

*instruct TCF to pay the amounts originally due to YMV - in connection with the JV-agreement - to Tulip instead. After this instruction TCF can only be released from its payment obligations towards YMV by paying to Tulip.*

- 3.2. *If Alternative Security 1 appears to be insufficient to fulfil the Scheduled Payments – to the sole discretion of Tulip only - Tulip will have the right to convert the Scheduled Payments in shares in the capital of YMV under the conditions as agreed on in the Promissory Note.*

### **4. Obligations and Warranties of YMV**

- 4.1. *YMV will procure that TCF will give its written approval as stipulated in the JV-agreement for the arrangements connected to Alternative Security 1 and YMV will ensure that all formal requirements for Alternative Security 1 have been fulfilled. YMV will provide Tulip with written documents to prove all requirements have been obtained.*

- 4.2. *YMV shall issue the Promissory Note (in the form as set forth in Schedule 2).*

- 4.3. *YMV shall enter into a Share Lenders Agreement with its shareholders Tensleep Corporation Inc., Vantage Vision B.V. and Schomper Holdings B.V. in the form as set forth in Schedule 3 in which the shareholders agree to provide YMV with free trading shares in the capital of YMV in order to enable YMV to deliver shares immediately and without any delay to Tulip as agreed in the Promissory Note.*

### **5. Assignment**

- 5.1. *Tulip is entitled to sell, transfer, assign, pledge or otherwise to encumber its rights and obligations under this agreement to any other party without prior notification.*

### **6. Term**

- 6.1. *The alternative securities will terminate as soon as YMV has fulfilled its obligations under article 8 of the SPA, i.e. as soon as YMV has provided Tulip with a first demand guarantee of € 3,5 million or as soon as the Scheduled Payments have been fulfilled.*

### **7. Governing law and jurisdiction**

- 7.1. *This agreement is governed by and shall be construed in accordance with the laws of the Netherlands.*

- 7.2. *All disputes arising between the parties in connection with this agreement shall be subject to the exclusive jurisdiction of the courts in Amsterdam, The Netherlands.”.*

### **POWERS OF ATTORNEY**

The powers of attorney for the person appearing appear from two (2) private deeds, which will be attached to this deed.

Sufficient proof of the existence of these powers of attorney has been given me, notary.

The person appearing is known to me, notary.

WHEREOF AN ORIGINAL DEED was executed in Amersfoort on the date as stated at the head of this deed.

After the gist of this deed had been stated to the person appearing she declared that she had taken note of the content of this deed and did not desire it to be read out in full.

Subsequently, upon being read out in part, this deed was signed by the person appearing and me, notary.

**Veldhuizen Beens Van de Castel notarissen**  
**Postbus 49**  
**3800 AA Amersfoort**

**POWER OF ATTORNEY**

The undersigned:

Mark Elbertse, residing at 4033 EW Lienden, Dorpsstraat 9, born in Utrecht on the twenty-eight day of February nineteenhundred sixty-eight, whose identity appears from a Dutch passport with number NH8889229, valid thru the twenty-first day of March two thousand ten,

acting as sole managing director of the limited liability company: Tulip Computers N.V., with corporate seat in Amersfoort and with office at 3821 AL Amersfoort, Databankweg 7, registered in the trade register under number: 16030993, which company hereby acts as sole managing director of the private company with limited liability: **Tulip Computers Holding B.V.**, with corporate seat in Amersfoort and with office at 3821 AL Amersfoort, Databankweg 7, registered in the trade register under number 16081437;

herewith grants full power of attorney to:

each (candidate) civil-law notary of the office of Veldhuizen Beens Van de Castel, civil law notaries,

especially for and on behalf of the undersigned, acting as stated, to appear at the execution of a notarial deed of confirmation of a pledge by Commodore International Corporation to Tulip Computers Holding B.V. in accordance with the draft deed of Veldhuizen Beens Van de Castel notarissen with reference 162868 MWE 329411,

and to perform everything else that the attorney deems necessary, useful or advisable in the matter, everything with the power of substitution and with indemnity for the attorney for all activities that he has performed within the framework of this power of attorney.

This power of attorney shall remain in full force and effect until revoked by written communication to the proxyholder.

Signed at Amersfoort, on \_\_\_\_\_ 2007.

**Veldhuizen Beens Van de Castel notarissen**  
**Postbus 49**  
**3800 AA Amersfoort**

**POWER OF ATTORNEY**

The undersigned:

Ben van Wijhe, residing at 7216 PL Kring van Dorth, Wittendijk 13, born in Apeldoorn on the third day of December nineteenhundred sixty-five, whose identity appears from a Dutch passport with number \_\_\_\_\_, valid thru the \_\_\_\_\_ day of \_\_\_\_\_ two thousand \_\_\_\_\_,

acting as independently authorised managing director of a corporation established under the laws of Colorado, United States of America: **Commodore International Corporation**, with corporate seat in \_\_\_\_\_, and with office at \_\_\_\_\_, registered in the trade register of the State of Colorado under number 32117534,

herewith grants full power of attorney to:

each (candidate) civil-law notary of the office of Veldhuizen Beens Van de Castel, civil law notaries,

especially for and on behalf of the undersigned, acting as stated, to appear at the execution of a notarial deed of confirmation of a pledge by Commodore International Corporation to Tulip Computers Holding B.V. in accordance with the draft deed of Veldhuizen Beens Van de Castel notarissen with reference 162868 MWE 329411,

and to perform everything else that the attorney deems necessary, useful or advisable in the matter, everything with the power of substitution and with indemnity for the attorney for all activities that he has performed within the framework of this power of attorney.

This power of attorney shall remain in full force and effect until revoked by written communication to the proxyholder.

Signed at Amersfoort, on \_\_\_\_\_ 2007.

**DRAFT**

**DEED OF PLEDGE OF TRADEMARKS**

This day, the + day of + two thousand seven, appeared before me, mr. Johannes Karel Schurings, civil law notary officiating in Amersfoort:

+

acting as attorney in writing of:

1. mr. Mark Elbertse, residing at 4033 EW Lienden, Dorpsstraat 9, born in Utrecht on the twenty-eight day of February nineteenhundred sixty-eight, whose identity appears from a Dutch passport with number NH8889229, valid thru the twenty-first day of March two thousand ten,  
acting as sole managing director of the limited liability company: **Tulip Computers N.V.**, with corporate seat in Amersfoort and with office at 3821 AL Amersfoort, Databankweg 7, registered in the trade register under number: 16030993,  
acting for the purposes hereof:
  - a. for itself,  
hereinafter referred to as: Pledgee;
  - b. as Security Agent as referred to in the Agreement as defined hereinafter;
2. mr. Ben van Wijhe, residing at 7216 PL Kring van Dorth, Wittendijk 13, born in Apeldoorn on the third day of December nineteenhundred sixty-five, whose identity appears from a Dutch passport with number +, valid thru the + day of + two thousand +, acting as independently authorised managing director of a corporation established under the laws of Colorado, United States of America: **Commodore International Corporation**, with corporate seat in +, and with office at +, registered in the trade register of the State of Colorado under number 32117534,  
acting for the purposes hereof:
  - a. for itself,  
hereinafter referred to as: CIC;
  - b. as sole managing director of the private company with limited liability: **Commodore International B.V.**, with corporate seat in 's-Hertogenbosch and with office at 3741 GP Baarn, Hermesweg 15, registered in the trade register under number 16088897,  
hereinafter also referred to as: Pledgor.

**INTRODUCTION**

The person appearing, acting as stated, declared the following:

- A. The private company with limited liability: **Tulip Computers Holding B.V.**, with corporate seat in Amersfoort and with office at 3821 AL Amersfoort, Databankweg 7, registered in the trade register under number 16081437, hereinafter referred to as: Tulip Computers Holding, and CIC entered into a Share Purchase Agreement dated the twenty-fourth day of March two thousand five, hereinafter referred to as: SPA, which contains the details of the sale of the entire share capital in the Pledgor to CIC;

## DRAFT

- B. In the SPA it was agreed that the purchase price would be paid according to an agreed payment scheme as defined in the SPA and as a result Tulip Computers Holding is entitled to a receivable vis-à-vis CIC, hereinafter referred to as: Claim. Tulip Computers Holding assigned the Claim to the Pledgee in a deed of assignment dated the tenth day of November two thousand six, which assignment was co-signed by CIC. A copy of this deed of assignment is attached to this deed.
- C. The Pledgee and the Pledgor furthermore entered into the Agreement Amendment Concerning Formalisation of Existing Securities and Financing Facilities Granted to CIC dated the fourth day of September two thousand seven, a copy of which is attached to this deed, hereinafter referred to as: Agreement.  
According to the Agreement, the Pledgee provides the Pledgor a postponement for the payment of the Claim.  
According to and under the conditions set out in the Agreement, the Pledgee has granted a loan to the Pledgor amounting to one million two hundred thousand euro (EUR 1,200,000.00), as a result of which the Pledgee has a claim on the Pledgor, hereinafter referred to as: Loan.
- D. In addition to the security rights that have been agreed upon with respect to the payment of the Claim by CIC to the Pledgee and as security for the payment of the Loan, Parties wish to agree that the Pledgee will receive a pledge on the trademarks of the Pledgor as specified in the annex as attached to this deed, hereinafter referred to as: the Trademarks.
- E. The pledge on the Trademarks shall be effected by this deed.

### **PERFORMANCE**

To perform the agreement as referred to under D. the person appearing, acting as stated, declared:

#### **Article 1**

##### **Pledge**

- 1.1. Parties hereby agree that the Pledgee will receive a pledge on the Trademarks:
- a. in addition to the security rights that have been agreed upon with respect to the payment of the Claim by CIC to the Pledgee and as security for the payment of the Loan,
  - b. as security for the payment of the obligations of the Pledgor as referred to in article 4 of the Agreement to the parties as referred to in this article 4 other than the Pledgee for which obligations the Pledgee acts as Security Agent, as agreed between parties in the Agreement and the three (3) powers of attorney of these parties, copies of which are attached to this deed.
- 1.2. Pursuant to article 1.1. the Pledgor hereby grants the Pledgee as a (first) pledge but taking into account the provisions of article 3.1.b, as the Pledgee hereby accepts, the pledge of the Trademarks.
- 1.3. This pledge of the Trademarks will be registered in all relevant trademark registers by the Pledgee. All costs thereof as well as the costs of the termination of the Pledge will be for the account of the Pledgor.

#### **Article 2**

##### **Conditions of the pledge**

## DRAFT

- 2.1. Without the Pledgee's prior written permission, which permission must be requested in due time, the Pledgor shall not be empowered to transfer or deliver the Trademarks to third parties or to establish on them any usufruct, pledge or other right for the benefit of any party other than the Pledgee. The Pledgee shall be entitled to subject such permission to further conditions.
- 2.2. As soon as CIC fails to perform its obligations for which the pledge has been granted, the Pledgee shall be entitled to execute the right of pledge without observance of any period and without any warning being necessary to the Pledgor. The said default shall take effect without any notice of default being given. The Pledgee shall be empowered, however, to postpone the execution of the Trademarks to a later time more suitable to it.
- 2.3. Notwithstanding the provisions of article 3:249 of the Dutch Civil Code, the Pledgee's performance of the rights included in this deed and the time at which they will be exercised shall all be at the Pledgee's option, while any failure or delay in the exercise of any right may not be interpreted as if the Pledgee had waived that right.
- 2.4. In respect of the existence and the amount of the obligations as security for the payment of which this pledge is carried out, a statement made by the Pledgee in conformity with its accounts shall constitute full proof, barring counter-evidence. In the event of a conflict between parties with respect to the amount of the obligations as security for the payment of which this pledge is carried out, the Pledgee shall be entitled to exercise its right to execute.
- 2.5. The Pledgee shall only be obliged to release the pledge if in the Pledgee's view it has no further claim on CIC.
- 2.6. All expenses involved in the creation and performance of this agreement, including the cost of legal counsels and other experts, shall be for account of the Pledgor.
- 2.7. This agreement and its execution shall be governed by Dutch law.

### Article 3

#### Guarantees

- 3.1. The Pledgor hereby declares and hereby guarantees to the Pledgee that:
  - a. the Pledgor is empowered to pledge the Trademarks;
  - b. the Trademarks are not subject to any other pledge or usufruct or encumbered with any other right as referred to in article 3:237 paragraph 2 of the Dutch Civil Code, except for the following Trademarks, which are already pledged to a third party:
    - Benelux - 722644 - Benelux - C-COMMODORE - 9, 16, 37, 42;
    - Benelux - 792810 - Benelux - C-COMMODORE - 9, 25, 38, 41;
    - Benelux - 790977 - Benelux - C-COMMODORE - 9, 25, 38, 41.
  - c. Nobody can claim the Trademarks by virtue of any option and/or other right.
- 3.2. The Pledgor and CIC have given the Pledgee all information and particulars in connection with the Trademarks that, as they have understood or should reasonably have understood, are relevant to the Pledgee.

### ANNEXES

The following documents will be attached to this deed:

- a list of the Trademarks as referred to under article 1.1.;

## **DRAFT**

- a copy of the deed of assignment as referred to under B;
- a copy of the Postponement agreement as referred to under C;
- a copy of the Agreement;
- a copy of the powers of attorney as referred to in article 1.1.;
- two (2) powers of attorney.

### **POWERS OF ATTORNEY**

The powers of attorney for the person appearing appear from two (2) private deeds, which will be attached to this deed.

Sufficient proof of the existence of these powers of attorney has been given me, notary.

The person appearing is known to me, notary.

WHEREOF AN ORIGINAL DEED was executed in Amersfoort on the date as stated at the head of this deed.

After the gist of this deed had been stated to the person appearing she declared that she had taken note of the content of this deed and did not desire it to be read out in full.

Subsequently, upon being read out in part, this deed was signed by the person appearing and me, notary.

**Veldhuizen Beens Van de Castel notarissen  
Postbus 49  
3800 AA Amersfoort**

**POWER OF ATTORNEY**

The undersigned:

Mark Elbertse, residing at 4033 EW Lienden, Dorpsstraat 9, born in Utrecht on the twenty-eight day of February nineteen hundred sixty-eight, whose identity appears from a Dutch passport with number NH8889229, valid thru the twenty-first day of March two thousand ten,

acting as sole managing director of the limited liability company: **Tulip Computers N.V.**, with corporate seat in Amersfoort and with office at 3821 AL Amersfoort, Databankweg 7, registered in the trade register under number: 16030993, acting for the purposes hereof:

- a. for itself,
- b. as Security Agent as referred to in the Agreement as defined in the notarial deed as defined hereinafter,

herewith grants full power of attorney to:

each (candidate) civil-law notary of the office of Veldhuizen Beens Van de Castel, civil law notaries,

especially for and on behalf of the undersigned, acting as stated, to appear at the execution of a notarial deed of pledge of trademarks by Commodore International B.V. to Tulip Computers N.V. in accordance with the draft deed of Veldhuizen Beens Van de Castel notarissen with reference 162868 MWE 329506,

and to perform everything else that the attorney deems necessary, useful or advisable in the matter, everything with the power of substitution and with indemnity for the attorney for all activities that he has performed within the framework of this power of attorney.

This power of attorney shall remain in full force and effect until revoked by written communication to the proxyholder.

Signed at Amersfoort, on \_\_\_\_\_ 2007.



Veldhuizen Beens Van de Castel notarissen  
Postbus 49  
3800 AA Amersfoort

**POWER OF ATTORNEY**

The undersigned:

Ben van Wijhe, residing at 7216 PL Kring van Dorth, Wittendijk 13, born in Apeldoorn on the third day of December nineteenhundred sixty-five, whose identity appears from a Dutch passport with number \_\_\_\_\_, valid thru the \_\_\_\_\_ day of \_\_\_\_\_ two thousand \_\_\_\_\_,

acting as independently authorised managing director of a corporation established under the laws of Colorado, United States of America: **Commodore International Corporation**, with corporate seat in \_\_\_\_\_, and with office at \_\_\_\_\_, registered in the trade register of the State of Delaware under number 32117534,

acting for the purposes hereof:

- a. for itself,
- b. as sole managing director of the private company with limited liability: **Commodore International B.V.**, with corporate seat in 's-Hertogenbosch and with office at 3741 GP Baarn, Hermesweg 15, registered in the trade register under number 16088897,

herewith grants full power of attorney to:

each (candidate) civil-law notary of the office of Veldhuizen Beens Van de Castel, civil law notaries,

especially for and on behalf of the undersigned, acting as stated, to appear at the execution of a notarial deed of pledge of trademarks by Commodore International B.V. to Tulip Computers N.V. in accordance with the draft deed of Veldhuizen Beens Van de Castel notarissen with reference 162868 MWE 329506,

and to perform everything else that the attorney deems necessary, useful or advisable in the matter, everything with the power of substitution and with indemnity for the attorney for all activities that he has performed within the framework of this power of attorney.

This power of attorney shall remain in full force and effect until revoked by written communication to the proxyholder.

Signed at Amersfoort, on \_\_\_\_\_ 2007.

162868            MWE            329540

**TRADEMARK**  
**REEL: 003628 FRAME: 0198**

# CONCEPT

## AKTE VAN VERPANDING AANDELEN OP NAAM COMMODORE INTERNATIONAL B.V.

Heden, + tweeduizend zeven, verscheen voor mij, mr. Johannes Karel Schurings, notaris te Amersfoort:

+

te dezen handelend als schriftelijk gevolmachtigde van:

1. de heer Ben van Wijhe, wonende te 7216 PL Kring van Dorth, Wittendijk 13, geboren in Apeldoorn op drie december negentienhonderd vijftenzestig van wie de identiteit blijkt uit zijn Nederlandse paspoort met nummer +, geldig tot +, te dezen handelend als zelfstandig bevoegd directeur van de vennootschap opgericht naar het recht van Colorado, Verenigde Staten van Amerika: **Commodore International Corporation**, statutair gevestigd te +, kantoorhoudende te +, geregistreerd in het handelsregister van de staat Colorado onder nummer 32117534, te dezen handelend:
  - a. voor zich;  
hierna ook te noemen: pandgever; en
  - b. als enig directeur van de te 's-Hertogenbosch gevestigde besloten vennootschap met beperkte aansprakelijkheid: **Commodore International B.V.**, kantoorhoudende te 3741 GP Baarn, Hermesweg 15, hierna te noemen: vennootschap;
2. de heer Mark Elbertse, wonende te 4033 EW Lienden, Dorpsstraat 9, geboren in Utrecht op achtentwintig februari negentienhonderd achtenzestig, van wie de identiteit blijkt uit zijn Nederlandse paspoort met nummer NH8889229, geldig tot eenentwintig maart tweeduizend tien, te dezen handelend als enig directeur van de te Amersfoort gevestigde naamloze vennootschap: **Tulip Computers N.V.**, kantoorhoudende te 3821 AL Amersfoort, Datapandhouderweg 7; te dezen handelend:
  - a. voor zich;  
hierna ook te noemen: pandhouder;
  - b. als Security Agent als bedoeld in de overeenkomst als bedoeld in sub A. van de overwegingen van deze akte.

Van het bestaan der volmachten is mij, notaris, genoegzaam gebleken.

### DE COMPARANTEN, HANDELEND ALS GEMELD, GAVEN VOORAF TE KENNEN:

- A. De besloten vennootschap met beperkte aansprakelijkheid: **Tulip Computers Holding B.V.**, statutair gevestigd te Amersfoort en kantoorhoudende te 3821 AL Amersfoort, Databankweg 7, geregistreerd in het Handelsregister onder nummer 16081437, hierna ook te noemen: Tulip Computers Holding, en pandgever zijn een Share Purchase

## CONCEPT

Agreement overeengekomen, gedateerd vierentwintig maart tweeduizend vijf, hierna te noemen: SPA, waarin de details van de overdracht van het gehele aandelenkapitaal van de vennootschap aan pandgever zijn uitgewerkt;

- B. In de SPA is overeengekomen dat de koopprijs zou worden betaald volgens een betaalschema zoals gedefinieerd in de SPA tengevolge waarvan Tulip Computers Holding een vordering heeft op pandgever, hierna te noemen: Vordering. Tulip Computers Holding heeft de Vordering gecedeerd aan pandhouder bij onderhandse akte van cessie gedateerd tien november tweeduizend zes, welke onderhandse akte van cessie is mede-ondertekend door pandgever en tengevolge waarvan pandhouder een vordering heeft op pandgever.
- C. Pandgever en de pandhouder zijn bij de tussen partijen overeengekomen Agreement Amendment Concerning Formalisation of Existing Securities and Financing Facilities Granted to CIC gedateerd vier september tweeduizend zeven, hierna te noemen: Agreement, overeengekomen dat pandgever op de heden in deze akte te melden aandelen ten behoeve van de pandhouder een pandrecht zal vestigen. Een kopie van de Agreement wordt aan deze akte gehecht. Ingevolge de Agreement verleent pandhouder uitstel van voldoening van de Vordering aan de pandgever. Ingevolge en onder de voorwaarden als opgenomen in de Agreement verstrekt pandhouder voorts een lening aan pandgever ter grootte van ÉÉN MILJOEN TWEEHONDERDDUIZEND EURO (EUR 1.200.000,00) tengevolge waarvan pandhouder een vordering heeft op pandgever, hierna te noemen: Lening.
- D. De te verpanden aandelen betreffen tweeduizend vierhonderd (2.400) aandelen met een nominale waarde van TIEN GULDEN (NLG 10,00) ofwel VIER EURO EN VIERENVIJFTIG EUROCENT (EUR 4,54), omgezet conform artikel 2:178c van het Burgerlijk Wetboek, genummerd 1 tot en met 2.400, hierna te noemen: aandelen, in het kapitaal van de vennootschap;
- E. Aan deze akte is gehecht een kopie van het aandeelhoudersregister van de vennootschap waaruit blijkt dat pandgever als aandeelhouder is ingeschreven;
- F. De statuten van de vennootschap zijn laatstelijk gewijzigd bij akte de dato twaalf november negentienhonderd zevenennegentig, verleden voor jhr. mr. D.J. den Beer Poortugael, destijds notaris te Eindhoven, op het ontwerp van welke akte de ministeriële verklaring van geen bezwaar werd verleend bij beschikking van eenentwintig maart negentienhonderd zevenennegentig, nummer B.V. 590.532. Aan de pandhouder is een exemplaar van de thans geldende statuten van de vennootschap overhandigd. Uit deze statuten blijkt dat na te vermelden verpanding mogelijk is;
- G. Het maatschappelijk kapitaal bedraagt TWEEHONDERDDUIZEND GULDEN (NLG 200.000,00) bestaande uit twintigduizend (20.000) aandelen met een nominale waarde van TIEN GULDEN (NLG 10,00) elk, hiervan is geplaatst VEERTIGDUIZEND GULDEN (NLG 40.000,00) bestaande uit vierduizend (4.000) aandelen met een nominale waarde van elk TIEN GULDEN (NLG 10,00).

**TER UITVOERING VAN DE OVEREENKOMST VERKLAARDEN DE COMPARANTEN:**  
**Artikel 1 Verpanding**

## CONCEPT

Pandgever geeft bij dezen aan de pandhouder in eerste pand, gelijk de pandhouder hierbij in pand aanneemt: de aandelen, tot meerdere zekerheid voor:

- a. de voldoening en/of teruggaaf van al hetgeen de pandhouder thans of te eniger tijd uit hoofde van de Vordering alsmede uit hoofde van de Lening van pandgever te vorderen heeft of mocht hebben;
- b. de voldoening van de verplichtingen van pandgever als bedoeld in artikel 4 van de Agreement aan de in dat artikel bedoelde partijen anders dan de pandhouder en ten behoeve van welke verplichtingen pandhouder optreedt als Security Agent, een en ander zoals overeengekomen in de Agreement en de drie (3) volmachten van bedoelde partijen, van welke volmachten kopieën aan deze akte worden gehecht.

### Artikel 2 Voorwaarden Pandrecht

- 2.1 De pandhouder is bevoegd de op de aandelen tot uitkering komende dividenden en andere uitkeringen in contanten, waaronder mede doch niet uitsluitend begrepen uitkeringen uit hoofde van terugbetaling op de aandelen en liquidatie-uitkeringen, te innen. Het door de pandhouder ontvangen netto-bedrag zal de pandhouder in mindering brengen op de vordering van de pandhouder op pandgever als bedoeld in artikel 1.
- 2.2 Bonusaandelen uitgekeerd op de aandelen zullen onder het pandrecht vallen en het in deze akte ten aanzien van de aandelen bepaalde is ten aanzien van zodanige bonusaandelen van overeenkomstige toepassing.
- 2.3 Claimrechten toegekend met betrekking tot de aandelen, vallen onder het pandrecht. De claimrechten zullen door pandgever in overleg met de pandhouder worden uitgeoefend of te gelde worden gemaakt. Voor zover zij worden uitgeoefend geldt ten aanzien van de aldus verkregen aandelen het bepaalde in artikel 2.2. Voor zover de claimrechten te gelde worden gemaakt, is het in de tweede zin van artikel 2.1 bepaalde van dienovereenkomstige toepassing.
- 2.4 Ten aanzien van stock-dividenden en keuze-dividenden vindt het bepaalde in artikel 2.2 en 2.3 overeenkomstige toepassing.
- 2.5 Het stemrecht op de aandelen komt toe aan pandgever.
- 2.6 Zonder de voorafgaande schriftelijke toestemming van de pandhouder, welke toestemming tijdig dient te worden gevraagd, is pandgever niet bevoegd de aandelen aan derden over te dragen, respectievelijk te leveren, of hierop een recht van vruchtgebruik, een pandrecht of enig ander recht ten behoeve van een ander dan de pandhouder te vestigen. De pandhouder heeft het recht een dergelijke toestemming aan nadere voorwaarden te onderwerpen.
- 2.7 Zodra pandgever in verzuim is met de voldoening van datgene waarvoor het pandrecht is verleend, is de pandhouder bevoegd tot executie van het onderpand over te gaan, zonder inachtneming van enige termijn en zonder dat enige waarschuwing aan pandgever nodig zal zijn. Bedoeld verzuim treedt in zonder dat ingebrekestelling heeft plaatsgevonden. De pandhouder is echter bevoegd de executie van het onderpand tot een later, haar beter voorkomend tijdstip uit te stellen.
- 2.8 De uitoefening door de pandhouder van de in deze akte genoemde rechten en de tijdstippen waarop en de volgorde waarin deze zullen worden uitgeoefend zijn alle

## CONCEPT

ter keuze van de pandhouder, zonder dat het niet of niet tijdig uitoefenen van enig recht kan worden uitgelegd als zou de pandhouder van dat recht afstand hebben gedaan.

- 2.9 Ten aanzien van het bestaan en het bedrag der schuld, tot zekerheid voor de voldoening waarvan deze inpandgeving geschiedt, levert een door de pandhouder conform haar boeken gedane opgave volledig bewijs behoudens tegenbewijs, met dien verstande dat in geval van een geschil hierover de pandhouder gerechtigd is van haar executierecht gebruik te maken, onverminderd haar verplichting tot afdracht van hetgeen zij later mocht blijken te veel te hebben ontvangen.
- 2.10 De pandhouder is desgevorderd slechts gehouden afstand te doen van het pandrecht, indien de pandhouder naar haar oordeel van pandgever niets meer te vorderen heeft of uit hoofde van alsdan bestaande kredietverhoudingen te vorderen zal krijgen.
- 2.11 Alle kosten verbonden aan de totstandkoming en de uitvoering van deze overeenkomst, daaronder begrepen de kosten van juridische raadslieden en andere deskundigen, zijn voor rekening van pandgever.

### Artikel 3 Garanties Pandgever

#### A. met betrekking tot de aandelen:

1. De aandelen zijn door pandgever verkregen bij akte van levering, in welke akte kwijting en afstand van de rechten om ontbinding van de overeenkomst te vorderen voorkomt op tien juni tweeduizend vijf verleden voor een waarnemer van mr. H.C.L.M. van Rooij, notaris te Laarbeek, zodat pandgever als eigenaar van de aandelen tot verpanding van de aandelen bevoegd is.
2. Het bepaalde in Artikel 2:204c van het Burgerlijk Wetboek is niet van toepassing aangezien:
  - a. pandgever is blijkens het handelsregister ingeschreven in het betreffende handelsregister op zeventwintig maart negentienhonderd zevenennegentig; en
  - b. de rechtshandeling, welke strekte tot verkrijging van de aandelen werd aangegaan nadat twee jaren waren verstreken sedert de onder a. vermelde inschrijvingsdatum.
3. Er zijn geen certificaten van de aandelen uitgegeven.
4. Er is op de aandelen geen beslag gelegd en op de aandelen rust geen ander pandrecht of een recht van vruchtgebruik of enig ander recht, hoe ook genaamd, ten behoeve van een derde.
5. Niemand kan krachtens enig verleend optie- en/of ander recht aanspraak maken op levering van de aandelen.  
Tevens is aan niemand een recht tot het nemen van aandelen in de vennootschap verleend.
6. Er zijn geen overeenkomsten ter zake van toekomstige dividenden, dan wel andere uitkeringen als bedoeld in artikel 2, vallende op de aandelen, gesloten.
7. De aandelen zijn alle volgestort.

#### B. met betrekking tot de vennootschap:

1. De statuten van de vennootschap luiden zoals hiervoor vermeld.

## **CONCEPT**

2. Er zijn geen besluiten tot statutenwijziging genomen, die nog niet zijn uitgevoerd.
3. Er zijn geen besluiten tot fusie of ontbinding van de vennootschap genomen.

### **C. in het algemeen**

Pandgever heeft de pandhouder alle inlichtingen en gegevens met betrekking tot de vennootschap en haar onderneming verstrekt, die, naar hij heeft begrepen of redelijkerwijs heeft moeten begrijpen, voor de pandhouder van belang zijn.

### **Artikel 4 Erkenning**

De comparante, handelend als gemeld onder 1.b. verklaarde vorenomschreven pandrecht te erkennen, de verpanding in het register van aandeelhouders aan te tekenen en de bepalingen, waaronder het pandrecht is gevestigd, kennis te hebben genomen en aan de uitvoering daarvan alle medewerking te verlenen.

### **VOLMACHTEN**

Van de volmachten aan de comparante blijkt uit een twee (2) onderhandse akten van volmacht, welke aan deze akte zullen worden gehecht.

### **BIJLAGEN**

Aan deze akte zullen de volgende bijlagen worden gehecht:

- een kopie van de Agreement;
- kopieën van de volmachten als bedoeld in artikel 1.b.;
- twee (2) volmachten.

### **SLOT**

De comparante is mij, notaris, bekend.

WAARVAN AKTE, verleden te Amersfoort op de datum in het hoofd van deze akte vermeld. De zakelijke inhoud van de akte is door mij, notaris, aan de comparante meegedeeld en ik heb daarop een toelichting gegeven.

De comparante heeft daarna verklaard van de inhoud van de akte kennis te hebben genomen en met beperkte voorlezing in te stemmen.

Vervolgens is deze akte na beperkte voorlezing onmiddellijk door de comparante en mij, notaris ondertekend.

Veldhuizen Beens Van de Castel notarissen  
Postbus 49  
3800 AA Amersfoort

VOLMACHT

De ondergetekende:

de heer Ben van Wijhe, wonende te 7216 PL Kring van Dorth, Wittendijk 13, geboren in Apeldoorn op drie december negentienhonderd vijftenzestig van wie de identiteit blijkt uit zijn Nederlandse paspoort met nummer \_\_\_\_\_, geldig tot \_\_\_\_\_,

te dezen handelend als zelfstandig bevoegd directeur van de vennootschap opgericht naar het recht van Colorado, Verenigde Staten van Amerika: **Commodore International Corporation**, statutair gevestigd te \_\_\_\_\_, kantoorhoudende te \_\_\_\_\_, geregistreerd in het handelsregister van de staat Colorado onder nummer 32117534, te dezen handelend:

- a. voor zich;
- b. als enig directeur van de te 's-Hertogenbosch gevestigde besloten vennootschap met beperkte aansprakelijkheid: **Commodore International B.V.**, kantoorhoudende te 3741 GP Baarn, Hermesweg 15,

verklaart volmacht te geven aan:

ieder van de medewerkers en notarissen verbonden aan het kantoor van Veldhuizen Beens Van de Castel notarissen, zowel tezamen als ieder afzonderlijk,

speciaal om voor en namens ondergetekende, handelend als gemeld, te ondertekenen de akte van verpanding aandelen in het kapitaal van **Commodore International B.V.**, gevestigd te 's-Hertogenbosch, een en ander conform het door Veldhuizen Beens Van de Castel notarissen opgestelde concept van die akte met kenmerk 162868 MWE 331637; en voorts daartoe al het nodige te verrichten, alles onder de last van goedkeuring, schadeloosstelling en bekrachtiging als naar de wet en met verlening der macht tot substitutie.

Aldus getekend te \_\_\_\_\_, op \_\_\_\_\_ 2007

Gezien voor legalisatie van de handtekening van de heer B. van Wijhe, geboren te Apeldoorn op 3 december 1965 door mij, notaris, heden de \_\_\_\_\_

**Veldhuizen Beens Van de Castel notarissen**  
**Postbus 49**  
**3800 AA Amersfoort**

**VOLMACHT**

De ondergetekende:

de heer Mark Elbertse, wonende te 4033 EW Lienden, Dorpsstraat 9, geboren in Utrecht op achtentwintig februari negentienhonderd achtenzestig, van wie de identiteit blijkt uit zijn Nederlandse paspoort met nummer NH8889229, geldig tot eenentwintig maart tweeduizend tien,

te dezen handelend als enig directeur van de te Amersfoort gevestigde naamloze vennootschap: **Tulip Computers N.V.**, kantoorhoudende te 3821 AL Amersfoort, Datapandhouderweg 7;

te dezen handelend:

- a. voor zich;
- b. als Security Agent als bedoeld in de overeenkomst als bedoeld in sub A. van de overwegingen van de hierna omschreven akte.

verklaart volmacht te geven aan:

ieder van de medewerkers en notarissen verbonden aan het kantoor van Veldhuizen Beens Van de Castel notarissen, zowel tezamen als ieder van hen afzonderlijk,

speciaal om voor en namens ondergetekende, handelend als gemeld, te ondertekenen de akte van verpanding aandelen in het kapitaal van Commodore International B.V., gevestigd te 's-Hertogenbosch, een en ander conform het door Veldhuizen Beens Van de Castel notarissen opgestelde concept van die akte met kenmerk 162868 MWE 331637; en voorts daartoe al het nodige te verrichten, alles onder de last van goedkeuring, schadeloosstelling en bekrachtiging als naar de wet en met verlening der macht tot substitutie.

Aldus getekend te \_\_\_\_\_, op \_\_\_\_\_ 2007



Aan:  
Veldhuizen Beens Van de Castel notarissen  
Postbus 49  
3800 AA AMERSFOORT

### VERKLARING

#### Ondergetekenden:

1. Ben van Wijhe, wonende te 7216 PL Kring van Dorth, Wittendijk 13, geboren in Apeldoorn op drie december negentienhonderd vijftenzestig van wie de identiteit blijkt uit zijn Nederlandse paspoort met nummer \_\_\_\_\_, geldig tot \_\_\_\_\_, te dezen handelend als zelfstandig bevoegd directeur van de vennootschap opgericht naar het recht van Colorado, Verenigde Staten van Amerika: **Commodore International Corporation**, statutair gevestigd te \_\_\_\_\_, kantoorhoudende te \_\_\_\_\_, geregistreerd in het handelsregister van de staat Delaware onder nummer 32117534, te dezen handelend:
  - a. als houder van aandelen in het kapitaal van de te 's-Hertogenbosch gevestigde besloten vennootschap met beperkte aansprakelijkheid: **Commodore International B.V.**, kantoorhoudende te 3741 GP Baarn, Hermesweg 15, hierna te noemen: vennootschap;
  - b. als enig directeur van de vennootschap;
2. Mark Elbertse, wonende te 4033 EW Lienden, Dorpsstraat 9, geboren in Utrecht op achtentwintig februari negentienhonderd achtenzestig, van wie de identiteit blijkt uit zijn Nederlandse paspoort met nummer NH8889229, geldig tot eenentwintig maart tweeduizend tien, te dezen handelend als enig directeur van de te Amersfoort gevestigde naamloze vennootschap: Tulip Computers N.V., kantoorhoudende te 3821 AL Amersfoort, Databankweg 7, welke vennootschap te dezen handelt als enig directeur van de te Amersfoort gevestigde besloten vennootschap met beperkte aansprakelijkheid: **Tulip Computers Holding B.V.**, kantoorhoudende te 3821 AL Amersfoort, Databankweg 7, welke vennootschap te dezen handelt als houder van aandelen in het kapitaal van de vennootschap;

#### verklaren hierbij het volgende:

1. De statuten van de vennootschap zijn laatstelijk gewijzigd bij notariële akte verleden op 12 november 1997 voor jhr. mr. D.J. den Beer Poortugael. De statuten van de

vennootschap luiden thans zoals opgenomen in vorenbedoelde akte. Er zijn geen besluiten tot statutenwijziging genomen die nog niet zijn uitgevoerd.

2. Het geplaatste kapitaal van de vennootschap bedraagt VEERTIGDUIZEND GULDEN (NLG 40.000,00), bestaande uit vierduizend (4.000) aandelen met een in de statuten vermelde nominale waarde van TIEN GULDEN (NLG 10,00) elk. Alle aandelen in het geplaatste kapitaal van de vennootschap zijn volgestort.
3. In het geplaatste aandelenkapitaal van de vennootschap wordt deelgenomen als volgt:
  - a. Commodore International Corporation voormeld houdt tweeduizend vierhonderd (2.400) aandelen, genummerd 1 tot en met 2.400; en
  - b. Tulip Computers Holding B.V. houdt éénderduizend zeshonderd (1.600) aandelen, genummerd 2.401 tot en met 4.000.
4. Er zijn geen certificaten van de aandelen in het kapitaal van de vennootschap uitgegeven.
5. Op geen van de aandelen in het kapitaal van de vennootschap is beslag gelegd en op geen van de aandelen in het kapitaal van de vennootschap rust een pandrecht of een recht van vruchtgebruik of enig ander recht, hoe ook genaamd, ten behoeve van een derde.
6. Niemand kan krachtens enig verleend optie- en/of ander recht aanspraak maken op levering van de aandelen in het geplaatste kapitaal van de vennootschap. Tevens is aan niemand een recht tot het nemen van aandelen in de vennootschap verleend.
7. Er zijn geen besluiten tot fusie of ontbinding van de vennootschap genomen.
8. Het aandeelhoudersregister van de vennootschap is verloren gegaan en op basis van het vorenstaande wordt hierbij aan Veldhuizen Beens Van de Castel Notarissen verzocht een vervangend register van aandeelhouders op te stellen.

**Ten bewijze waarvan:**

deze verklaring is getekend te \_\_\_\_\_ op . . . - september - 2007

\_\_\_\_\_  
**Commodore International Corporation**  
**in hoedanigheid van aandeelhouder**  
**van de vennootschap**  
Door: B. van Wijhe

\_\_\_\_\_  
**Commodore International Corporation**  
**in hoedanigheid van enig directeur**  
**van de vennootschap**  
Door: B. van Wijhe

\_\_\_\_\_  
**Tulip Computers Holding B.V.,**  
**in hoedanigheid van aandeelhouder**  
**van de vennootschap**  
Door: M. Elbertse



Veldhuizen Beens Van de Castel notarissen  
Postbus 49  
3800 AA Amersfoort

**POWER OF ATTORNEY**

The undersigned:

Mark Elbertse, residing at 4033 EW Lienden, Dorpsstraat 9, born in Utrecht on the twenty-eight day of February nineteenhundred sixty-eight, whose identity appears from a Dutch passport with number NH8889229, valid thru the twenty-first day of March two thousand ten,

acting as sole managing director of the limited liability company: **Tulip Computers N.V.**, with corporate seat in Amersfoort and with office at 3821 AL Amersfoort, Databankweg 7, registered in the trade register under number: 16030993, acting for the purposes hereof:

- a. for itself,
- b. as Security Agent as referred to in the Agreement as defined in the notarial deed as defined hereinafter,

herewith grants full power of attorney to:

each (candidate) civil-law notary of the office of Veldhuizen Beens Van de Castel, civil law notaries,

especially for and on behalf of the undersigned, acting as stated, to appear at the execution of a notarial deed of pledge of trademarks by Commodore International B.V. to Tulip Computers N.V. in accordance with the draft deed of Veldhuizen Beens Van de Castel notarissen with reference 162868 MWE 329506,

and to perform everything else that the attorney deems necessary, useful or advisable in the matter, everything with the power of substitution and with indemnity for the attorney for all activities that he has performed within the framework of this power of attorney.

This power of attorney shall remain in full force and effect until revoked by written communication to the proxyholder.

Signed at Amersfoort, on 6 September 2007.

162868

MWE

329540

TRADEMARK  
REEL: 003628 FRAME: 0209

**POWER OF ATTORNEY**

The undersigned,

**Christiaan Willem Schomper.**, living at the Van Heeckerenlaan 49, 6711 JM Ede, the Netherlands,

whereas:

- Tulip Computers N.V. and Mr. Schomper are parties of the "Agreement, Amendment concerning formalisation of existing securities and financing facilities granted to CIC" dated 4 September 2007;
- in article 4.2 and 4.3 of this agreement it was agreed that Tulip Computers N.V. will act as Security Agent

hereby grants to:

**Tulip Computers N.V.**, established at Amersfoort, the Netherlands, validly represented by its director, Mr. M. Elbertse,

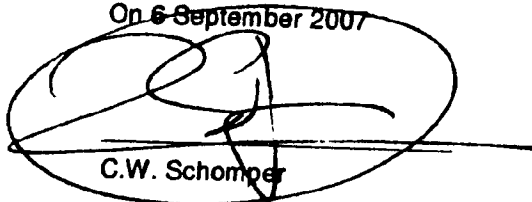
a power of attorney to do the following on behalf of Mr. Schomper:

- to collect the receivables of Mr. Schomper as mentioned in the matrix of article 4.3 of the aforementioned agreement on request of Mr. Schomper;
- to exercise the securities as mentioned in article 4.1 in connection with the receivables as mentioned in the matrix.

and furthermore to do anything which Tulip Computers N.V. deems necessary in connection with the collection of the aforementioned receivables.

Signed at Ede

On 6 September 2007



C.W. Schomper

## POWER OF ATTORNEY

The undersigned,

**CIC Ventures B.V.**, established at Baarn, the Netherlands, validly represented by its directors, Mr. B. van Wijhe and Mr. C.W. Schomper,

whereas:

- Tulip Computers N.V. and CIC Ventures B.V. are parties of the "Agreement, Amendment concerning formalisation of existing securities and financing facilities granted to CIC" dated 4 September 2007;
- in article 4.2 and 4.3 of this agreement it was agreed that Tulip Computers N.V. will act as Security Agent

hereby grants to:

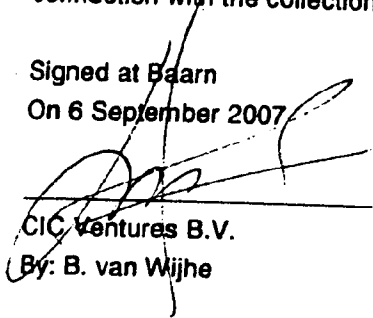
**Tulip Computers N.V.**, established at Amersfoort, the Netherlands, validly represented by its director, Mr. M. Elbertse,


a power of attorney to do the following on behalf of CIC Ventures B.V.:

- to collect the receivables of CIC Ventures B.V. as mentioned in the matrix of article 4.3 of the aforementioned agreement on request of CIC Ventures B.V.;
- to exercise the securities as mentioned in article 4.1 in connection with the receivables as mentioned in the matrix.

and furthermore to do anything which Tulip Computers N.V. deems necessary in connection with the collection of the aforementioned receivables.

Signed at Baarn  
On 6 September 2007

  
CIC ventures B.V.  
By: B. van Wijhe

  
CIC Ventures B.V.  
By: C.W. Schomper

## POWER OF ATTORNEY

The undersigned,

**Vantage Vision B.V.**, established at Kring van Dorth, the Netherlands, validly represented by its director, Mr. B. van Wijhe,

whereas:

- Tulip Computers N.V. and Vantage Vision B.V. are parties of the "Agreement, Amendment concerning formalisation of existing securities and financing facilities granted to CIC" dated 4 September 2007;
- in article 4.2 and 4.3 of this agreement it was agreed that Tulip Computers N.V. will act as Security Agent

hereby grants to:

**Tulip Computers N.V.**, established at Amersfoort, the Netherlands, validly represented by its director, Mr. M. Elbertse,

a power of attorney to do the following on behalf of Vantage Vision B.V.:

- to collect the receivables of Vantage Vision B.V. as mentioned in the matrix of article 4.3 of the aforementioned agreement on request of Vantage Vision B.V.;
- to exercise the securities as mentioned in article 4.1 in connection with the receivables as mentioned in the matrix.

and furthermore to do anything which Tulip Computers N.V. deems necessary in connection with the collection of the aforementioned receivables.

Signed at Kring van Dorth  
On 6 September 2007

  
Vantage Vision B.V.  
By: B. van Wijhe

**AGREEMENT**

**AMENDMENT CONCERNING FORMALISATION OF EXISTING  
SECURITIES AND FINANCING FACILITIES GRANTED TO CIC**

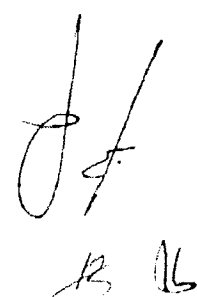
**Parties:**

**Tulip Computers N.V.**

**Vantage Vision B.V.**

**Commodore International Corporation**

**CIC Ventures B.V.**

Handwritten signature and initials, possibly 'J.F.' and 'B.B.', located in the bottom right corner of the page.



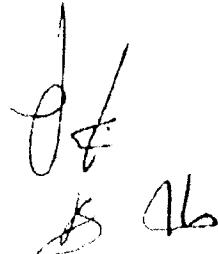
**Parties:**

- I. Tulip Computers N.V., a public company with limited liability incorporated under the laws of the Netherlands with its statutory seat at Amersfoort, the Netherlands, represented by its CEO Mr. M. Elbertse ("Tulip");
- II. Vantage Vision B.V., a private company with limited liability incorporated under the laws of the Netherlands with its statutory seat at Kring van Dorth, the Netherlands, represented by its director Mr. B. van Wijhe ("Vantage");
- III. Commodore International Corporation (formerly named Yeahronimo Media Ventures Inc.), a company incorporated under the laws of Colorado with its corporate offices at Los Angeles, United States of America, represented by its directors Mr. B. van Wijhe and Mr. C.W. Schomper ("CIC");
- IV. CIC Ventures B.V., a private company with limited liability incorporated under the laws of the Netherlands with its statutory seat at Baarn, the Netherlands, represented by its directors Mr. B. Van Wijhe and Mr. C.W. Schomper.

Tulip, Vantage, CIC en CIC Ventures B.V., hereinafter being referred to collectively as the "**Parties**" and each individually as "**Party**".

**Recitals:**

- A. In December 2004 Tulip sold the Commodore business to CIC for an amount of € 24 million. This sale and purchase was finalized in a Share Purchase Agreement dated 24 March 2005 between Tulip Computers Holding B.V. – a 100% subsidiary of Tulip - and CIC ("**SPA**"). The SPA contains the details of the sale of the entire share capital in Commodore International B.V. to CIC.
- B. Tulip Computers Holding B.V. assigned its rights under the SPA with regard to the purchase price to Tulip by deed of assignment dated 10 November 2006.
- C. After the completion of the SPA CIC has developed the commercial potential of the Commodore business, amongst others by entering into commercial joint ventures and strategic alliances with third parties by developing commercial products on the well known and established trademark Commodore.
- D. Presently CIC has constraints to continue the development of the Commodore business without a further financial investment i.e. funding.



- E In an agreement dated 15 November 2006 Tulip and CIC agreed on a once only postponement of payment for the Purchase Price Base Payments due on November 30 2006 - € 250.000 - and on 31 March 2007 - € 500.000 -, both as stipulated and defined in the SPA. It was agreed that the total amount of € 750.000 had to be paid ultimately on July 1 2007.
- F CIC has not been able to pay the amount of € 750.000 on July 1 2007. According to articles 7.4 and 7.6 of the SPA a minimum amount of € 1.050.000 was due on August 29 2007.
- G CIC has an outstanding loan with Vantage of € 5.000.000, which shall be an integral part of this Agreement.
- H In this Agreement Parties wish to record their desire to rearrange the financial obligations of CIC and the refinancing of CIC, whereby the existing securities will be clarified and notarized through a deed of a notary public and registered as such in the official registers. The new financial arrangements and the agreed accompanying additional securities will be notarized as well by a notary public and registered in the official registers. The before-going applies to the parties as mentioned in article 4.3 of this Agreement.

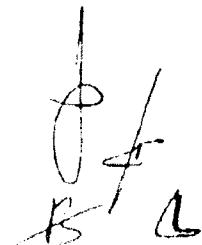
**Parties agree as follows:**

**1. Payments**

- 1.1 Vantage will grant a loan of € 800.000 per 3 September 2007 to CIC and make an immediate payment of € 800.000 to CIC in order for CIC to meet their most urgent obligations.
- 1.2 Tulip will grant a loan of € 1.200.000 to CIC and will arrange payment of this amount within 5 days after signing of this Agreement.
- 1.3 Tulip will grant CIC a postponement until 15 October 2007 of the overdue amounts of in total € 1.800.000 as mentioned in paragraph F of the recitals.

**2. Interest**

- 2.1 CIC shall pay interest on the outstanding principal amounts at a rate of the EURIBOR 3-month rate plus 2.75% per year.



3. **Repayment**

- 3.1. CIC will repay the loan granted by Vantage of € 800.000 (article 1.1) and accumulated interest ultimately on 15 October 2007. The details of a loan(s) will be laid down in a separate agreement between Parties involved.
- 3.2. CIC will repay the Tulip Loan of € 1.200.000 (article 1.2) and accumulated interest ultimately on 15 October 2007.
- 3.3. CIC will repay the postponed amount of the overdue amounts of in total € 1.800.000 as mentioned in paragraph F of the recitals latest 15 October 2007.
- 3.4. CIC may make early repayments of the outstanding amounts in whole or in part.
- 3.5. All repayments to be made by CIC to Tulip shall be made on or before the due date, without further notification, to the following bank account:

Fortis Bank, Amersfoort  
Name : Tulip Computers Holding B.V.  
Bank account number : 243548397  
IBAN : NL 94 FTSB 0243 5483 97  
BIC : FTSBNL2R

- 3.6. When any payment under these loans/outstanding amounts would otherwise be due on a day which is not a business day, the due date for payment shall be extended to the next following business day unless such business day falls in the next calendar month in which case payment shall be made on the immediately preceding business day.

4. **Securities**

- 4.1. As additional security for the payment of all amounts due by CIC under this Agreement and the amounts outstanding due as per the SPA, in case of Tulip, Parties hereby agree that Tulip and Vantage will unconditionally and to their satisfaction receive the following pledges:
  - a. Pledge on all trademarks related to the brand name Commodore;
  - b. Pledge on 60% of the shares in Commodore International B.V. held by CIC;
  - c. Confirmation in a notarial deed of the pledge as defined in the Alternative Security Agreement dated 25 October 2005;
  - d. Pledge on the shares of the JV-Company (Commodore Gaming Holding B.V.).
- 4.2. Security Agent
  - a. Tulip will act as Security Agent ("Security Agent") on behalf of Parties which obtained securities as evidenced in schedule in article 4.3 of this Agreement. Parties will have to draw under this Agreement by giving written notice to CIC and

the Security Agent with copy to the other parties having obtained these securities. The other parties can decide to exercise their rights within 14 days after receipt of this notice by writing to CIC and the Security Agent.

- b. The Security Agent will arrange that the rights obtained through the pledges are exercised and proceedings are distributed according to the schedule in article 4.3. The notary costs for the pledges and the costs for the execution of the pledges will be split between the parties based on their relative share (pro rata).

- 4.3. Following matrix shows the priority of importance and ranking order in which the pledges shall be executed and collection of the amounts overdue of the respective Parties will take place:

in €	Tulip	Vantage	Schumper 1)	CIC Ventures 2)	Total	
Priority 1	1.200.000,00	800.000,00	-	-	2.000.000,00	loan
Priority 2	1.800.000,00	5.000.000,00	-	-	6.800.000,00	loan
Priority 3	17.700.000,00	-	-	-	17.700.000,00	SPA
Priority 3	remaining proceeds of the SPA	-	-	-	-	pm SPA
Priority 4	-	1.790.000,00	336.000,00	-	2.125.000,00	loan
Priority 5	-	1.750.000,00	1.750.000,00	-	3.500.000,00	personal liability loan Fortis (max).
Priority 6	-	-	-	1.325.000,00	1.325.000,00	loan

1) Concerns Schomper Holding BV as far as this can be drawn by Fortis bank (max. amount of personal liability).  
 2) Concerns CIC Ventures BV and her suppliers of the loan to CIC.

- 4.4. The pledges will be executed by a civil law notary appointed by Tulip and Vantage immediately after the signing of this Agreement and CIC will provide all necessary documents and signatures immediately on first request of Tulip and Vantage or the civil law notary appointed by Tulip and Vantage.

## 5. Events of Default

- 5.1. In case any of the following events of default occurs the Outstanding Amounts and all accrued interest are immediately payable to Tulip/Vantage and Tulip/Vantage shall suspend any further payments to CIC. Tulip and Vantage shall be entitled to take all necessary arrangements to protect its interests in case of:

- a. Breach of obligations: CIC does not comply with any term of this Agreement or any other agreement with Tulip including the SPA and the non-compliance (if capable of remedy) is not remedied within fifteen business days;
- b. Insolvency:
- (i) CIC or a member of the CIC group enters into voluntary or involuntary winding-up, administration or dissolution proceedings including, without limitation,

bankruptcy, insolvency, liquidation, composition with creditors, moratorium or reprieve from payment, controlled management, fraudulent conveyance (actio pauliana), general settlement with creditors, reorganisation or similar laws affecting the rights of creditors generally or becomes insolvent or is unable to pay its debts as they fall due, including that person being in a state of cessation of payments, commences negotiations with one or more of its creditors with a view to the general readjustment or rescheduling of its indebtedness or makes a general assignment for the benefit of or a composition with its creditors;

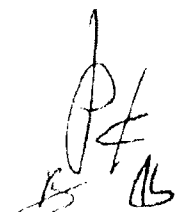
- (ii) A receiver, administrative receiver, administrator, liquidator or the like is appointed for all or any part of the undertaking or assets of CIC or a member of the CIC group;
  - (iii) Proceedings are opened by or against CIC or a member of the CIC group under any reorganisation, arrangement, re-adjustment of debts, or liquidation law or regulation;
  - (iv) Any other event occurs which has an equivalent or analogous effect.
- c. Cessation of business: CIC or a member of the CIC group ceases, or threatens to cease, to carry on business.
  - d. Any shares in CIC or any member of the CIC group are pledged or otherwise encumbered, or subject to an attachment, other than agreed between the parties to this agreement.
  - e. A change of control in CIC, or in any of its group members.
  - f. Material Adverse Effect: Any event or series of events occurs, which is reasonably likely to have a material adverse effect.
  - g. Material litigation: Any actual or potential litigation, arbitration or administrative proceeding occurs or may occur which, is reasonably likely to have a Material Adverse Effect, unless such litigation, arbitration or administrative proceedings are in obviously unfounded and the respective member of the Group contests those proceedings in good faith.

**6. Costs and Expenses**

- 6.1. Each of the parties shall bear its own costs and expenses made or incurred in connection with the making available of the funds and the agreement.

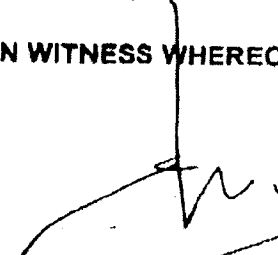
**7. Governing law and jurisdiction**

- 7.1. This agreement is governed by and shall be construed in accordance with the laws of the Netherlands.



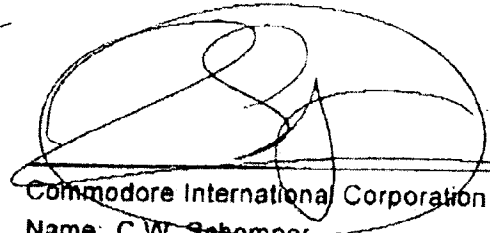
7.2. All disputes arising between the parties in connection with this agreement shall be subject to the exclusive jurisdiction of the courts in Amsterdam, The Netherlands.

**IN WITNESS WHEREOF, agreed upon and signed in two counterparts by:**



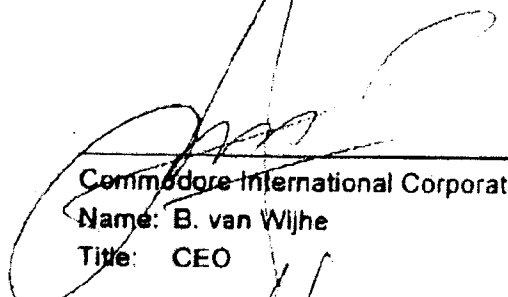
---

Tulip Computers N.V.  
Name: M. Elbertse  
Title: CEO



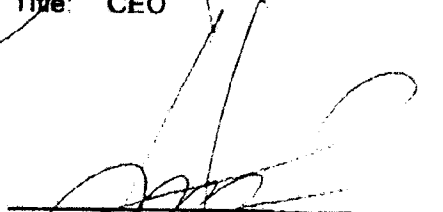
---

Commodore International Corporation  
Name: C.W. Schomper  
Title: Director



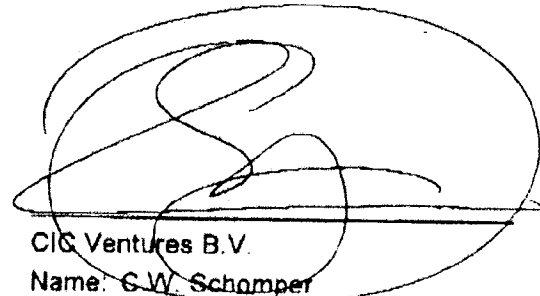
---

Commodore International Corporation  
Name: B. van Wijhe  
Title: CEO



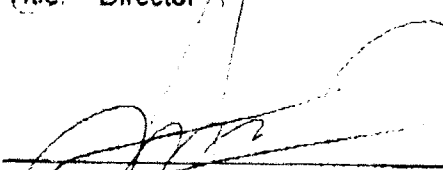
---

CIC Ventures B.V.  
Name: B. van Wijhe  
Title: Director



---

CIC Ventures B.V.  
Name: C.W. Schomper  
Title: Director



---

Vantage Vision B.V.  
Name: B. van Wijhe  
Title: Director

# Client List

Printed: 31-08-2007

Yeahronimo  
Hermesweg 15  
3741 GP BAARN  
Netherlands  
Fax: 035-5435054

---

Trademark: COMMODORE logo  
Without priority  
Argentina  
word/device in black/white  
TM28417AR09

Applicant/Registrant  
Commodore International B.V.

Diary:  
application no. 2650909 application date 14-02-2006

Class  
9

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Trademark: COMMODORE  
Without priority  
Australia  
word mark  
TM22523AU00

Applicant/Registrant  
Escom AG

Diary:  
registration date 14-03-1988 registration no. A483312  
application date 14-03-1988 next renewal 14-03-2009

Class  
9

---

Trademark: COMMODORE  
Without priority  
Australia  
word mark  
TM22523AU16

Applicant/Registrant  
Escom AG

Diary:  
registration date 14-03-1988 first use date 14-03-1993  
renewal start 14-03-2009 registration no. 483311  
application date 14-03-1988 next renewal 14-03-2009

Class  
16

# Client List

Printed: 31-08-2007

Yeahronimo  
Hermesweg 15  
3741 GP BAARN  
Netherlands  
Fax: 035-5435054

Trademark: COMMODORE logo  
Partial/Total Refusal

Australia  
word/device in black/white

TM26417AUWO

Applicant/Registrant  
Commodore International B.V.

**Diary:**

registration date	26-04-2008	renewal start	26-04-2016
registration no.	907082	next renewal	28-04-2016

**Class**

9 25 38 41



Trademark: COMMODORE  
Without priority

Benelux  
word mark

TM22623BX00

Applicant/Registrant  
Commodore International B.V.

**Diary:**

registration date	24-10-1985	application no.	0054510
renewal start	24-10-1995	registration no.	0415838
application date	24-10-1985	next renewal	24-10-2015

**Class**

9 16



# Client List

Printed: 31-08-2007

Yeahronimo  
Hermesweg 15  
3741 GP BAARN  
Netherlands  
Fax: 035-5435054

**Trademark: C-COMMODORE**  
Without priority

**Benelux**  
word/device in black/white

**TM22528BX00**

**Applicant/Registrant**

Commodore International B.V.

**Diary:**

registration date	04-02-2003	first use date	04-02-2008
application no.	1026423	renewal start	04-02-2013
registration no.	0722644	application date	04-02-2003
next renewal	04-02-2013		

**Class**

9 16 37 42



**Trademark: COMMODORE-logo**  
Without priority

**Benelux**  
word/device in black/white

**TM22600BX00**

**Applicant/Registrant**

Commodore International B.V.

**Diary:**

registration date	24-10-1985	application no.	0054511
renewal start	24-10-1985	registration no.	0415837
application date	24-10-1985	next renewal	24-10-2015

**Class**

9 16

# Client List

Printed: 31-08-2007

Yeahronimo  
Hermesweg 15  
3741 GP BAARN  
Netherlands  
Fax: 035-5435054

**Trademark: REUNITE**  
Without priority

**Benelux**  
word mark

**TM26061BX00**

**Applicant/Registrant**  
Commodore International B.V.

**Diary:**

registration date	07-02-2006	first use date	07-02-2011
application no.	1085707	due date for foreign filing	03-04-2006
renewal start	03-10-2015	registration no.	0781549
application date	03-10-2005	next renewal	03-10-2015

**Class**

9 38 41 42

**Designated Countries**

BE LU NL

**Trademark: C logo**  
Without priority

**Benelux**  
device in black/white

**TM26247BX00**

**Applicant/Registrant**  
Commodore International B.V.

**Diary:**

registration date	06-04-2006	first use date	06-04-2011
application no.	1088949	due date for foreign filing	28-04-2006
renewal start	28-10-2015	registration no.	0792809
application date	28-10-2005	next renewal	28-10-2015

**Class**

9 25 38 41

**Designated Countries**

BE LU NL



# Client List

Printed: 31-08-2007

Yeahronimo  
Hermesweg 15  
3741 GP BAARN  
Netherlands  
Fax: 035-5435054

Trademark: C COMMODORE  
Without priority

Benelux  
word/device in black/white

TM26248BX00

### Applicant/Registrant

Commodore International B.V.

### Diary:

registration date	06-04-2006	first use date	06-04-2011
application no.	1088950	due date for foreign filing	28-04-2006
renewal start	28-10-2015	registration no.	0792810
application date	28-10-2005	next renewal	28-10-2015

### Class

9 25 38 41

### Designated Countries

BE LU NL



Trademark: COMMODORE logo  
Without priority

Benelux  
word/device in black/white

TM26417BX00

### Applicant/Registrant

Commodore International B.V.

### Diary:

registration date	06-04-2006	first use date	06-04-2011
application no.	1090484	due date for foreign filing	14-05-2006
renewal start	14-11-2015	registration no.	0790977
application date	14-11-2005	next renewal	14-11-2015

### Class

9 25 38 41

### Designated Countries

BE LU NL



# Client List

Printed: 31-08-2007

Yeahronimo  
Hermesweg 15  
3741 GP BAARN  
Netherlands  
Fax: 035-5435054

**Trademark: GRAVEL**  
Without priority

**Benelux**  
word mark

**TM37406BX00**

**Applicant/Registrant**  
Commodore International B.V.

**Diary:**

registration date	05-01-2007	first use date	05-01-2012
application no.	1118253	due date for foreign filing	28-02-2007
renewal start	31-08-2016	registration no.	0808846
application date	31-08-2006	next renewal	31-08-2016
official action deadline 1	05-10-2006		

**Class**

9

**Designated Countries**  
BE LU NL

**Trademark: COMMODORE logo**  
Without priority

**Brazil**  
word/device in black/white

**TM26417BR09**

**Applicant/Registrant**  
Commodore International B.V.

**Diary:**

application no.	827947976	application date	22-11-2005
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**Class**

9

 **commodore**

# Client List

Printed: 31-08-2007

Yeahronimo  
Hermesweg 15  
3741 GP BAARN  
Netherlands  
Fax: 035-5435054

Trademark: COMMODORE  
Without priority

Canada  
word mark

TM22523CA00

Applicant/Registrant  
Escom AG

**Diary:**

registration date	18-04-1980	application no.	437149
renewal start	18-04-1995	registration no.	243870
application date	20-03-1979	next renewal	18-04-2010

Class  
9

Trademark: COMMODORE  
Without priority

Canada  
word mark

TM22523CA01

Applicant/Registrant  
Escom AG

**Diary:**

registration date	08-03-1981	renewal start	06-03-1996
registration no.	256620	application date	12-03-1979
next renewal	08-03-2011		

Class  
9

Trademark: COMMODORE  
Without priority

Canada  
word mark

TM22523CA09

Applicant/Registrant  
Escom AG

**Diary:**

registration date	25-08-1965	application no.	287232
renewal start	25-08-1980	registration no.	141630
application date	03-02-1965	next renewal	25-08-2010

Class  
9 18

# Client List

Printed: 31-08-2007

Yeahronimo  
Hermesweg 15  
3741 GP BAARN  
Netherlands  
Fax: 035-5435054

Trademark: C-COMMODORE  
Without priority

Canada  
word/device in black/white

TM22528CA00

Applicant/Registrant  
Commodore International B.V.

**Diary:**

registration date	18-04-1980	application no.	437150
renewal start	18-04-1995	registration no.	243671
application date	20-03-1979	next renewal	18-04-2010

 Commodore

Trademark: C-COMMODORE  
Without priority

Canada  
word/device in black/white

TM22528CA01

Applicant/Registrant  
Commodore International B.V.

**Diary:**

registration date	10-04-2006	first use date	10-04-2009
application no.	1183838	renewal start	10-04-2021
registration no.	TMA682,415	application date	09-07-2003
next renewal	10-04-2021		

 Commodore

# Client List

Printed: 31-08-2007

Yeahronimo  
Hermesweg 15  
3741 GP BAARN  
Netherlands  
Fax: 035-5435054

Trademark: COMMODORE logo  
Without priority

Chile  
word/device in black/white

TM26417CL09

Applicant/Registrant  
Commodore International B.V.

Diary:  
application no. 721004 application date 23-02-2006

Class  
9



Trademark: COMMODORE logo  
Without priority

China  
word/device in black/white

TM26417CN09

Applicant/Registrant  
Commodore International B.V.

Diary:  
application no. 5123802 application date 17-01-2006

Class  
9



# Client List

Printed: 31-08-2007

Yeahronimo  
Hermesweg 15  
3741 GP BAARN  
Netherlands  
Fax: 035-5435054

Trademark: COMMODORE-logo  
Without priority

Denmark  
word/device in black/white

TM22522DK00

Applicant/Registrant  
Commodore International B.V.

**Diary:**

registration date	13-03-1987	application no.	00583/1986
renewal start	13-03-1997	registration no.	01176/1987
application date	28-01-1986	next renewal	13-03-2007

**Class**

9 16



Trademark: COMMODORE-logo  
Without priority

Egypt  
word/device in black/white

TM22622EG00

Applicant/Registrant  
Escom AG

**Diary:**

registration date	01-03-1986	application no.	66997
renewal start	29-02-1996	registration no.	66997
application date	01-03-1986	next renewal	01-03-2006

**Class**

9





# Client List

Printed: 31-08-2007

Yeahronimo  
Hermesweg 15  
3741 GP BAARN  
Netherlands  
Fax: 035-5435054

---

**Trademark: COMMODORE**  
Without priority

**Egypt**  
word mark

**TM22523EG00**

**Applicant/Registrant**  
Commodore Electronics Ltd.

**Diary:**

registration date	01-03-1986	application no.	66996
renewal start	29-02-1996	registration no.	66996
application date	01-03-1986	next renewal	01-03-2006

**Class**  
9

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**Trademark: COMMODORE-logo**  
Without priority

**El Salvador**  
word/device in black/white

**TM22522SV00**

**Applicant/Registrant**  
Commodore Electronics Ltd.

**Diary:**

application no.		application date	11-06-1987
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**Class**  
9



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**Trademark: GRAVEL**  
Without priority

**European Union**  
word mark

**TM37405EU00**

**Applicant/Registrant**  
Commodore International B.V.

**Diary:**

application no.	005288519	application date	01-09-2006
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**Class**  
9

**Designated Countries**  
AT BG BX CY CZ DE DK EE ES FI FR GB GR HU IE IT LT LV MT PL PT RO SE SI SK

# Client List

Printed: 31-08-2007

Yeahronimo  
Hermesweg 15  
3741 GP BAARN  
Netherlands  
Fax: 035-5435054

Trademark: COMMODORE-logo  
Without priority

Finland  
word/device in colour

TM22522F100

Applicant/Registrant  
Commodore IP B.V.

**Diary:**

registration date	05-02-1988	application no.	3683/85
renewal start	05-02-1998	registration no.	100820
application date	04-10-1985	next renewal	05-02-2008

**Class**

9 16



Trademark: COMMODORE  
Without priority

Finland  
word mark

TM22523F100

Applicant/Registrant  
Commodore IP B.V.

**Diary:**

registration date	21-11-1988	application no.	3682/85
renewal start	21-11-1998	registration no.	102580
application date	24-10-1985	next renewal	21-11-2008

**Class**

9 16

# Client List

Printed: 31-08-2007

Yeahronimo  
Hermesweg 15  
3741 GP BAARN  
Netherlands  
Fax: 035-5435054

Trademark: COMMODERE-Iogo  
Without priority

France  
word/device in black/white

TM22522FR00

Applicant/Registrant  
Commodore International B.V.

**Diary:**

registration date	18-09-1995	application no.	95588950
renewal start	17-09-2005	registration no.	95588950
application date	18-09-1995	next renewal	17-09-2015

**Class**

9 16 35 41 42



Trademark: COMMODERE  
Without priority

France  
word mark

TM22523FR00

Applicant/Registrant  
Commodore International B.V.

**Diary:**

registration date	18-09-1995	application no.	95588949
renewal start	17-09-2005	registration no.	95588949
application date	18-09-1995	next renewal	17-09-2015

**Class**

9 16 35 41 42

Trademark: COMMODERE  
Without priority

Germany  
word mark

TM22523DE01

Applicant/Registrant  
Commodore International B.V.

**Diary:**

registration date	27-03-2003	first use date	27-03-2008
application no.	30262911.4	renewal start	31-12-2012
registration no.	30262911	application date	31-12-2002
next renewal	31-12-2012		

**Class**

9 16 42

# Client List

Printed: 31-08-2007

Yeahronimo  
Hermesweg 15  
3741 GP BAARN  
Netherlands  
Fax: 035-5435054

**Trademark: C logo**  
Without priority

Germany  
device in colour

TM26247DE00

**Applicant/Registrant**

Commodore International B.V.

**Diary:**

registration date	08-06-2004	first use date	08-06-2009
application no.	30354244 6	renewal start	31-10-2013
registration no.	30354244	application date	23-10-2003
next renewal	31-10-2013		

**Class**

9 21 25 28



**Trademark: COMMODORE-logo**  
Without priority

Hong Kong  
word/device in colour

TM22522HK00

**Applicant/Registrant**

Escom AG

**Diary:**

application no.	6022/88	application date	24-09-1988
-----------------	---------	------------------	------------

**Class**

16



# Client List

Printed: 31-08-2007

Yeshronimo  
Hermesweg 15  
3741 GP BAARN  
Netherlands  
Fax: 035-5435054

Trademark: COMMODORE-logo  
Without priority

Hong Kong  
word/device in colour

TM22522HK09

Applicant/Registrant  
Escom AG

**Diary:**

application no.	6021/88	application date	24-09-1988
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**Class**

9



Trademark: COMMODORE  
Without priority

Hong Kong  
word mark

TM22523HK00

Applicant/Registrant  
Commodore International B.V.

**Diary:**

registration date	24-09-1988	application no.	6020/88
renewal start	23-09-1998	registration no.	199203302
application date	24-09-1988	next renewal	24-09-2009

**Class**

18

Trademark: COMMODORE  
Without priority

Hong Kong  
word mark

TM22523HK01

Applicant/Registrant  
Commodore International B.V.

**Diary:**

registration date	24-09-1988	application no.	6019/88
renewal start	23-09-1998	registration no.	199203301
application date	24-09-1988	next renewal	24-09-2009

**Class**

9

# Client List

Printed: 31-08-2007

Yeahronimo  
Hermesweg 15  
3741 GP BAARN  
Netherlands  
Fax: 035-5435054

Trademark: COMMODORE CDTV  
Without priority

Hong Kong  
word mark

TM22525HK00

**Applicant/Registrant**

Commodore International B.V.

**Diary:**

registration date	04-06-1990	application no.	4606/90
renewal start	03-06-2000	registration no.	199401853
application date	04-06-1990	next renewal	04-06-2011

**Class**

9

Trademark: C-COMMODORE  
Without priority

Hong Kong  
word/device in black/white

TM22528HK00

**Applicant/Registrant**

Commodore International B.V.

**Diary:**

registration date	09-07-2003	first use date	09-07-2006
application no.	300044955	renewal start	08-07-2013
registration no.	300044955	application date	09-07-2003
next renewal	08-07-2013		

**Class**

9 37



# Client List

Printed: 31-08-2007

Yeahronimo  
Hermesweg 15  
3741 GP BAARN  
Netherlands  
Fax: 035-5435054

**Trademark: COMMODORE-Logo**  
Without priority

Iceland  
word/device in black/white

TM22522IS00

**Applicant/Registrant**  
Escom AG

**Diary:**

registration date	10-08-1987	application no.	515/1985
renewal start	10-08-1997	registration no.	402/1987
application date	31-10-1985	next renewal	10-08-2007

**Class**

9 16



**Trademark: COMMODORE**  
Without priority

Iceland  
word mark

TM22523IS00

**Applicant/Registrant**  
Commodore IP B.V.

**Diary:**

registration date	10-08-1987	application no.	514/1985
renewal start	10-08-1997	registration no.	422/1987
application date	31-10-1985	next renewal	10-08-2007

**Class**

9 16

# Client List

Printed: 31-08-2007

Yeahronimo  
Hermesweg 15  
3741 GP BAARN  
Netherlands  
Fax: 035-5435054

**Trademark: C-COMMODORE**  
Without priority

India  
word/device in black/white

TM22528IN00

**Applicant/Registrant**  
Commodore International B.V.

**Diary:**  
application no. 1218054 application date 21-07-2003

**Class**  
9

 Commodore

**Trademark: C-COMMODORE**  
Without priority

India  
word/device in black/white

TM22528IN37

**Applicant/Registrant**  
Commodore International B.V.

**Class**  
37

 Commodore



# Client List

Printed: 31-08-2007

Yeahronimo  
Hermesweg 15  
3741 GP BAARN  
Netherlands  
Fax: 035-5435054

**Trademark: COMMODORE**  
Without priority

International registration  
word mark

TM22523WO00

**Applicant/Registrant**  
Commodore IP B.V.

**Diary:**

registration date	17-01-1996	renewal start	17-01-2006
registration no.	654503	international application date	17-01-1996
next renewal	17-01-2018		

**Class**

15 41

**Designated Countries**

ES

**Trademark: C-COMMODORE**  
With Priority

International registration  
word/device in black/white

TM22528WO00

**Applicant/Registrant**  
Commodore International B.V.

**Diary:**

registration date	15-04-2003	priority date	04-02-2003
renewal start	15-04-2013	registration no.	804890
next renewal	15-04-2013	territorial extension filed	Yes
d.i.u. portugal	15-04-2008	priority no.	722644
priority country	BX		

**Class**

9 18 37 42

**Designated Countries**

AT BA BG CH CN CZ DE DK EE ES FI FR GB GR HR HU IE IT JP LT LV NO PL PT RU  
SE TR

 Commodore

# Client List

Printed: 31-08-2007

Yeahronimo  
Hermesweg 15  
3741 GP BAARN  
Netherlands  
Fax: 035-5435054

Trademark: REUNITE  
With Priority

International registration  
word mark

TM26061WO00

Applicant/Registrant  
Commodore International B.V.

**Diary:**

registration date	14-11-2005	priority date	03-10-2005
renewal start	14-11-2015	registration no.	889390
next renewal	14-11-2015	basis country	Benelux
priority no.	1085707	priority country	BX

**Class**

9 38 41

Designated Countries  
EU US

Trademark: COMMODORE logo  
With Priority

International registration  
word/device in black/white

TM26417WO00

Applicant/Registrant  
Commodore International B.V.

**Diary:**

registration date	28-04-2006	renewal start	28-04-2016
registration no.	907082	next renewal	28-04-2016
basis prior reg. date	06-04-2006	basis reg. no.	0790977
priority no.	0790977	priority country	BX

**Class**

9 25 38 41

Designated Countries  
AU CN EU TR US

 Commodore

# Client List

Printed: 31-08-2007

Yeahronimo  
Hermesweg 15  
3741 GP BAARN  
Netherlands  
Fax: 035-5435054

Trademark: COMMODORE-logo  
Without priority

Israel  
word/device in black/white

TM22522IL00

Applicant/Registrant  
Escom AG

**Diary:**

registration date	20-02-1992	application no.	62784
renewal start	19-02-1993	registration no.	62784
application date	19-02-1986	next renewal	19-02-2007
case closed	31-08-2007	type of closing	Abandoned

Class  
16



Trademark: COMMODORE-logo  
Without priority

Israel  
word/device in black/white

TM22522IL09

Applicant/Registrant  
Escom AG

**Diary:**

registration date	30-06-1991	renewal start	19-02-1993
registration no.	62783	application date	19-02-1986
next renewal	19-02-2007	case closed	31-08-2007
type of closing	Abandoned		

Class  
9



# Client List

Printed: 31-08-2007

Yeahronimo  
Hermesweg 15  
3741 GP BAARN  
Netherlands  
Fax: 035-5435054

Trademark: COMMODORE

Without priority

Israel  
word mark

TM225231L00

Applicant/Registrant

Escom AG

Diary:

registration date	12-07-1990	application no.	62782
renewal start	19-02-1993	registration no.	62782
application date	19-02-1986	next renewal	19-02-2007
case closed	31-08-2007	type of closing	Abandoned

Class

16

Trademark: COMMODORE

Without priority

Israel  
word mark

TM225231L09

Applicant/Registrant

Escom AG

Diary:

registration date	12-07-1990	application no.	62781
renewal start	19-02-1993	registration no.	62781
application date	19-02-1986	next renewal	19-02-2007
case closed	31-08-2007	type of closing	Abandoned

Class

9

Trademark: COMMODORE

Without priority

Italy  
word mark

TM225231T00

Applicant/Registrant

Commodore International B.V.

Diary:

registration date	19-02-1987	renewal start	04-12-1995
registration no.	466233	application date	04-12-1985
next renewal	04-12-2015		

Class

16

# Client List

Printed: 31-08-2007

Yeahronimo  
Hermesweg 15  
3741 GP BAARN  
Netherlands  
Fax: 035-5435054

Trademark: C-COMMODORE  
Partial/Total Refusal

Japan  
word/device in black/white

TM22528JPWO

Applicant/Registrant  
Commodore International B.V.

**Diary:**

registration date	15-04-2003	renewal start	15-04-2013
registration no.	804890	next renewal	15-04-2013

**Class**

9 16 37 42

 Commodore

Trademark: C-COMMODORE  
Without priority

Kenya  
word/device in black/white

TM22528KE00

Applicant/Registrant  
Commodore Electronics Ltd.

**Diary:**

registration date	24-04-1984	application no.	33968
renewal start	24-04-1994	registration no.	31928
application date	24-04-1984	next renewal	24-04-2015

**Class**

9

 Commodore

# Client List

Printed: 31-08-2007

Yeahronimo  
Hermesweg 15  
3741 GP BAARN  
Netherlands  
Fax: 035-5435054

Trademark: C-COMMODORE  
Without priority

Kenya  
word/device in black/white

TM22528KE16

Applicant/Registrant  
Commodore Electronics Ltd.

**Diary:**

registration date	24-04-1984	renewal start	24-04-1994
registration no.	31927	application date	24-04-1984
next renewal	24-04-2015		

Class  
16



Trademark: COMMODORE-logo  
Without priority

Morocco  
word/device in colour

TM22522MA00

Applicant/Registrant  
Commodore Electronics Ltd.

**Diary:**

registration date	12-03-1986	renewal start	12-03-2006
registration no.	37187	application date	12-03-1986
next renewal	12-03-2016		

Class  
9 16



# Client List

Printed: 31-08-2007

Yeahronimo  
Hermesweg 15  
3741 GP BAARN  
Netherlands  
Fax: 035-5435054

**Trademark: COMMODORE**  
Without priority

Morocco  
word mark

TM22523MA00

**Applicant/Registrant**  
Commodore Electronics Ltd.

**Diary:**

registration date	12-03-1986	renewal start	12-03-2006
registration no.	37186	application date	12-03-1986
next renewal	12-03-2016		

**Class**

9 16

**Trademark: COMMODORE-logo**  
Without priority

New Zealand  
word/device in black/white

TM22522NZ00

**Applicant/Registrant**  
Commodore International B.V.

**Diary:**

registration date	13-09-1985	application no.	160973
renewal start	13-09-1992	registration no.	160973
application date	13-09-1985	next renewal	13-09-2016

**Class**

9



# Client List

Printed: 31-08-2007

Yeahronimo  
Hermesweg 15  
3741 GP BAARN  
Netherlands  
Fax: 035-5435054

Trademark: COMMODORE-logo  
Without priority

Nigeria  
word/device in black/white

TM22522NG00

Applicant/Registrant  
Escom AG

**Diary:**

application no.	48216	application date	27-02-1986
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Class  
9



Trademark: COMMODORE  
Without priority

Nigeria  
word mark

TM22523NG00

Applicant/Registrant  
Escom AG

**Diary:**

application no.	48214	application date	27-02-1986
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Class  
16



# Client List

Printed: 31-08-2007

Yeahronimo  
Hermesweg 15  
3741 GP BAARN  
Netherlands  
Fax: 035-5435054

Trademark: COMMODORE-logo  
Without priority

Pakistan  
word/device in black/white

TM22522PK00

Applicant/Registrant  
Commodore Electronics Ltd.

**Diary:**

registration date	27-02-1988	application no.	
renewal start	27-02-1993	registration no.	89450
application date	27-02-1988	next renewal	27-02-2008

Class  
9



Trademark: COMMODORE  
Without priority

Pakistan  
word mark

TM22523PK09

Applicant/Registrant  
Escom AG

**Diary:**

registration date	27-02-1988	application no.	89449
renewal start	27-02-1993	registration no.	89449
application date	27-02-1988	next renewal	27-02-2008

Class  
9

# Client List

Printed: 31-08-2007

Yeehronimo  
Hermesweg 15  
3741 GP BAARN  
Netherlands  
Fax: 035-5435054

Trademark: COMMODORE logo  
Without priority

Philippines  
word/device in black/white

TM26417PH00

Applicant/Registrant  
Commodore International B.V.

**Diary:**

application no.	4-2008-007540	application date	13-07-2006
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Class  
9



Trademark: COMMODORE-logo  
Without priority

Serbia & Montenegro  
word/device in colour

TM22522CS00

Applicant/Registrant  
Commodore IP B.V.

**Diary:**

registration date	21-12-1987	renewal start	21-12-1997
registration no.	30739	application date	21-12-1987
next renewal	21-12-2007		

Class  
9 16



# Client List

Printed: 31-08-2007

Yeahronimo  
Hemesweg 15  
3741 GP BAARN  
Netherlands  
Fax: 035-5435054

Trademark: COMMODORE  
Without priority

Serbia & Montenegro  
word mark

TM22523CS00

Applicant/Registrant  
Commodore IP B.V.

**Diary:**

registration date	21-12-1987	renewal start	21-12-1997
registration no.	30740	application date	21-12-1987
next renewal	21-12-2007		

**Class**

9 16

Trademark: COMMODORE  
Without priority

South Africa  
word mark

TM26036ZA00

Applicant/Registrant  
Yeahronimo Ventures Inc.

**Diary:**

application no.	2005115118	application date	22-07-2005
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**Class**

9

Trademark: COMMODORE logo  
Without priority

South Africa  
word/device in black/white

TM26417ZA09

Applicant/Registrant  
Commodore International B.V.

**Diary:**

application no.	2005124590	application date	18-11-2005
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**Class**

9

 commodore

# Client List

Printed: 31-08-2007

Yeahronimo  
Hermesweg 15  
3741 GP BAARN  
Netherlands  
Fax: 035-5435054

Trademark: COMMODORE logo  
Without priority

South Korea  
word/device in black/white

TM26417KR09

Applicant/Registrant  
Commodore International B.V.

**Diary:**

registration date	15-02-2007	first use date	15-02-2010
application no.	40-2005-53683	renewal start	15-02-2017
registration no.	40-0698529	application date	16-11-2005

Class  
9



Trademark: COMMODORE  
Without priority

Switzerland  
word mark

TM22523CH00

Applicant/Registrant  
Escom AG

**Diary:**

registration date	16-08-1991	first use date	16-11-1996
application no.	05816/1991	renewal start	16-08-2011
registration no.	400091	application date	16-08-1991
next renewal	16-08-2011		

Class  
9 16 28

Trademark: COMMODORE CDTV  
Without priority

Switzerland  
word mark

TM22525CH00

Applicant/Registrant  
Commodore International B.V.

**Diary:**

registration date	04-09-1991	application no.	430119908
renewal start	04-09-2011	registration no.	386393
application date	04-09-1991	next renewal	04-09-2011

Class  
9 18

# Client List

Printed: 31-08-2007

Yeahronimo  
Hermesweg 15  
3741 GP BAARN  
Netherlands  
Fax: 035-5435054

**Trademark: COMMODORE CDTV**  
Without priority

Switzerland  
word mark

TM22525CH01

**Applicant/Registrant**

Commodore International B.V.

**Diary:**

registration date	04-11-1991	renewal start	04-11-2011
registration no.	389980	application date	04-11-1991
next renewal	04-11-2011		

**Class**

9 16 28

**Trademark: COMMODORE DYNAMIC TOTAL VISION**  
Without priority

Switzerland  
word mark

TM22594CH00

**Applicant/Registrant**

Commodore International B.V.

**Diary:**

registration date	21-05-1991	application no.	389979
renewal start	21-05-2011	registration no.	389979
application date	21-05-1991	next renewal	21-05-2011

**Class**

9 16 28

**Trademark: C-COMMODORE**  
Without priority

Taiwan  
word/device in black/white

TM22528TW00

**Applicant/Registrant**

Commodore International B.V.

**Diary:**

application no.	092044265	application date	17-07-2003
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**Class**

9

 Commodore

# Client List

Printed: 31-08-2007

Yeahronimo  
Hermesweg 15  
3741 GP BAARN  
Netherlands  
Fax: 035-5435054

Trademark: C-COMMODORE  
Without priority

Taiwan  
word/device in black/white

TM22628TW01

Applicant/Registrant  
Commodore International B.V.

**Diary:**

application no.	092044352	application date	17-07-2003
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Class  
37



Trademark: COMMODORE logo  
Without priority

Taiwan  
word/device in black/white

TM26417TW09

Applicant/Registrant  
Commodore International B.V.

**Diary:**

registration date	16-11-2006	first use date	16-11-2009
application no.	094060246	renewal start	15-11-2016
registration no.	1238144	application date	13-12-2005
next renewal	15-11-2016		

Class  
9 28



# Client List

Printed: 31-08-2007

Yeahronimo  
Hermesweg 15  
3741 GP BAARN  
Netherlands  
Fax: 035-5435054

Trademark: **COMMODORE**-logo  
Without priority

Thailand  
word/device in black/white

TM22522TH09

Applicant/Registrant  
Escom AG

**Diary:**

registration date	19-02-1986	application no.	302973
renewal start	18-02-1996	registration no.	TM42169
application date	19-02-1986	next renewal	18-02-2016

Class  
9



Trademark: **COMMODORE**  
Without priority

Thailand  
word mark

TM22523TH09

Applicant/Registrant  
Escom AG

**Diary:**

registration date	19-02-1986	application no.	302975
renewal start	18-02-1996	registration no.	TM42171
application date	19-02-1986	next renewal	18-02-2016

Class  
9

# Client List

Printed: 31-08-2007

Yeahronimo  
Hermesweg 15  
3741 GP BAARN  
Netherlands  
Fax: 035-5435054

Trademark: COMMODORE-logo  
Without priority

Turkey  
word/device in black/white

TM22522TR00

Applicant/Registrant  
Commodore International B.V.

**Diary:**

registration date	31-03-1986	first use date	31-12-1990
application no.	20689/86	renewal start	31-03-1996
registration no.	91174	application date	31-03-1986
next renewal	31-03-2016		

Class  
9



Trademark: COMMODORE  
Without priority

Turkey  
word mark

TM22523TR00

Applicant/Registrant  
Commodore International B.V.

**Diary:**

registration date	31-03-1986	application no.	20610/81
renewal start	31-03-1996	registration no.	91929
application date	31-03-1986	next renewal	31-03-2016

Class  
9



# Client List

Printed: 31-08-2007

Yeahronimo  
Hemesweg 15  
3741 GP BAARN  
Netherlands  
Fax: 035-5435054

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Trademark: C-COMMODORE  
Partial/Total Refusal Turkey TM22528TRWO  
word/device in black/white

Applicant/Registrant  
Commodore International B.V.

Diary:  
registration date 15-04-2003 renewal start 15-04-2013  
registration no. 804890 next renewal 15-04-2013

Class  
9 16 37 42

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 Commodore

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Trademark: COMMODORE  
Without priority United Kingdom TM22523GB00  
word mark

Applicant/Registrant  
Commodore International B.V.

Diary:  
registration date 06-04-1984 renewal start 06-04-1991  
registration no. 1216345 application date 06-04-1984  
next renewal 06-04-2015

Class  
28

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Trademark: COMMODORE  
Without priority United Kingdom TM22523GB01  
word mark

Applicant/Registrant  
Commodore International B.V.

Diary:  
registration date 12-01-1983 renewal start 12-01-1990  
registration no. 1188429 application date 12-01-1983  
next renewal 12-01-2014

Class  
9

# Client List

Printed: 31-08-2007

Yeahronimo  
Hermesweg 15  
3741 GP BAARN  
Netherlands  
Fax: 035-5435054

**Trademark: COMMODORE**  
Without priority

United States  
word mark

TM22523US00

**Applicant/Registrant**

Commodore International B.V.

**Diary:**

registration date	20-08-1983	application no.	360490
renewal start	20-09-2003	registration no.	1251535
application date	19-04-1982	next renewal	20-09-2013

**Class**

9 14

**Trademark: C-COMMODORE**  
Without priority

United States  
word/device in black/white

TM22528US00

**Applicant/Registrant**

Commodore International B.V.

**Diary:**

registration date	14-03-2008	section 8 & 15 due	14-03-2012
application no.	78/290,851	renewal start	14-03-2016
registration no.	3067377	application date	22-08-2003
next renewal	14-03-2018		

**Class**

9

 Commodore

# Client List

Printed: 31-08-2007

Yeahronimo  
Hermesweg 15  
3741 GP BAARN  
Netherlands  
Fax: 035-5435054

Trademark: COMMODORE-logo  
Without priority

United States  
word/device in black/white

TM22600US00

### Applicant/Registrant

Commodore International B.V.

### Diary:

registration date	21-06-1983	section 8 & 15 due	21-06-1989
application no.	359737	renewal start	21-06-2003
registration no.	1242650	application date	14-04-1982
next renewal	21-06-2013		

### Class

9

Trademark: COMMODORE logo  
Partial/Total Refusal

United States  
word/device in black/white

TM26417USWO

### Applicant/Registrant

Commodore International B.V.

### Diary:

registration date	26-04-2006	renewal start	26-04-2018
registration no.	907082	next renewal	26-04-2018

### Class

9 25 38 41

 commodore

# Client List

Printed: 31-08-2007

Yaahronimo  
Hermesweg 15  
3741 GP BAARN  
Netherlands  
Fax: 035-5435054

Trademark: COMMODORE-logo  
Without priority

Venezuela  
word/device in black/white

TM22522VE00

Applicant/Registrant  
Commodore Electronics Ltd.

**Diary:**

registration date	04-03-1991	application no.	7276
renewal start	04-03-2001	registration no.	141703
application date	27-05-1987	next renewal	04-03-2016

**Class**

9



Trademark: COMMODORE-logo  
Without priority

Venezuela  
word/device in black/white

TM22522VE01

Applicant/Registrant  
Commodore Electronics Ltd.

**Diary:**

registration date	04-03-1991	application no.	7277
renewal start	04-03-2001	registration no.	141704
application date	27-05-1987	next renewal	04-03-2016

**Class**

38



End of Client List