

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
EFFECTIVE DATE:	12/04/2007

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Commodore International B.V.		12/04/2007	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:	12/10/2007

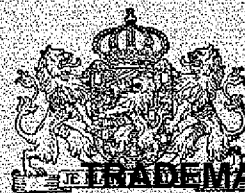
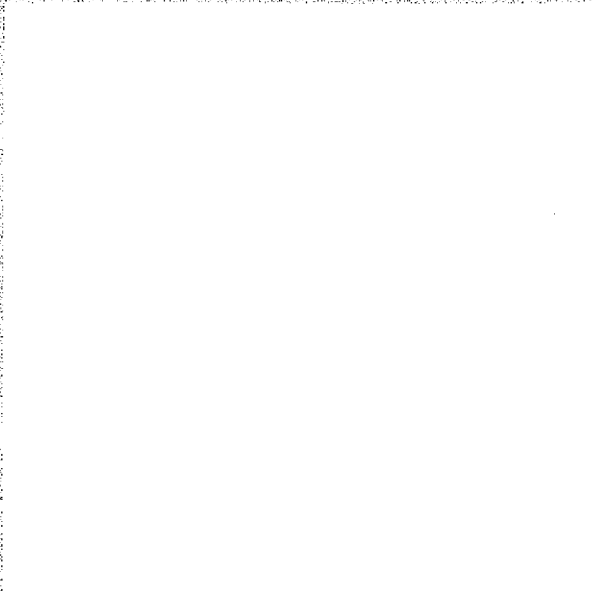
**Total Attachments: 40**

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Veldhuizen Beens Van de Castel

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



**TRADEMARK**

**REEL: 003675 FRAME: 0033**



# 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.

to:  
Tulip Computers N.V.

deed of the 4th day of December 2007

**TRADEMARK**  
**REEL: 003675 FRAME: 0035**



## DEED OF PLEDGE OF TRADEMARKS

This day, the fourth day of December two thousand seven, appeared before me, mr. \_\_\_\_\_  
Johannes Karel Schurings, civil law notary officiating in Amersfoort: \_\_\_\_\_  
mr. Casper Michael Jones, employed by me, civil law notary, residing at Amersfoort, \_\_\_\_\_  
Arnhemseweg 14, born in Amersfoort on the thirtyfirst day of December nineteen hundred —  
seventy-six, \_\_\_\_\_  
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, \_\_\_\_\_  
at the time of granting the power of attorney 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, \_\_\_\_\_  
hereinafter referred to as: **Pledgee**; \_\_\_\_\_
2. mr. Christiaan Willem Schomper, residing at 6711 JM Ede, van Heeckerenlaan 49, —  
born in Rotterdam on the tenth day of January nineteenhundred sixty, whose identity —  
appears from a Dutch passport with number NM8F5DBH6, valid thru the fourth day of —  
July twothousand twelve, \_\_\_\_\_  
at the time of granting the power of attorney acting as attorney in writing of 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 NF1411261, valid thru the eighteenth day of September two —  
thousand eight, \_\_\_\_\_  
the latter at the time of granting the power of attorney 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 under number: 19991089075 and at the  
trade register of the State of Colorado under number 19991089075, \_\_\_\_\_  
at the time of granting the power of attorney acting: \_\_\_\_\_
  - 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. Pursuant to Clause 7.1 of the Finance and Security Agreement between Pledgor, —  
CIC and Pledgee, dated twenty-seven November two thousand seven, hereinafter —  
referred to as: the **Agreement**, Pledgor has the obligation to establish a right of —  
pledge in favour of Pledgee on the Trademarks (as defined below) as security for —  
the payment of all the financial obligations of Pledgor and CIC vis-à-vis the Pledgee —  
arising from the Agreement, including (but not limited to) repayment of a loan —  
granted by Pledgee to CIC, in the amount of SIXTEEN MILLION FIVE HUNDRED —  
THOUSAND EURO (EUR 16,500,000). \_\_\_\_\_

A photocopy of the Agreement shall be attached to this deed. \_\_\_\_\_

B. By means of a deed of pledge executed on the eleventh day of September two —  
thousand seven before the notary first mentioned in the head of this deed, the —  
Pledgee received a first ranking right of pledge on the Trademarks as security for —  
payment: \_\_\_\_\_

a. of the Loan (as defined in the aforementioned deed); and \_\_\_\_\_

b. of the obligations of CIC as referred to in article 4 of the Agreement (as —  
defined in the aforementioned deed) to the parties as referred to article 4 of —  
the Agreement (as defined in the aforementioned deed) other than the —  
Pledgee for which obligations the Pledgee acts as Security Agent (as defined —  
in the aforementioned deed), as agreed between parties in the Agreement (as  
defined in the aforementioned deed) and the three (3) powers of attorney of —  
these parties, copies of which are attached to the aforementioned deed, \_\_\_\_\_

hereinafter referred to as: the **first ranking right of pledge**. \_\_\_\_\_

C. Parties wish to agree that the Pledgee will receive a second ranking right of pledge —  
on the trademarks of the Pledgor as specified in the annex as attached to this deed,  
hereinafter referred to as: the **Trademarks**. \_\_\_\_\_

D. The establishment of the second ranking right of pledge on the Trademarks shall be  
effected by this deed. \_\_\_\_\_

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

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

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

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

1.1. Parties hereby agree that the Pledgee will receive a second ranking right of pledge —  
on the Trademarks as security for the payment of all the financial obligations of —  
Pledgor and CIC vis-à-vis the Pledgee arising from the Agreement. \_\_\_\_\_

1.2. Pursuant to article 1.1. the Pledgor hereby grants the Pledgee as a second ranking —  
right of pledge but taking into account the provisions of article 3.1.b, as the Pledgee —  
hereby accepts such 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, except for the first \_\_\_\_\_ ranking right of 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. \_\_\_\_\_

#### POWERS OF ATTORNEY

The powers of attorney for the person appearing appear from: \_\_\_\_\_  
- one(1) private deed, which will be attached to this deed; and \_\_\_\_\_





- Clause 7.5 of the Agreement. \_\_\_\_\_

**ANNEXES** \_\_\_\_\_

The following documents will be attached to this deed: \_\_\_\_\_

- a photocopy of the Agreement; \_\_\_\_\_
- a list of the Trademarks as referred to in C. of the preamble of this deed; \_\_\_\_\_
- one (1) power of attorney. \_\_\_\_\_

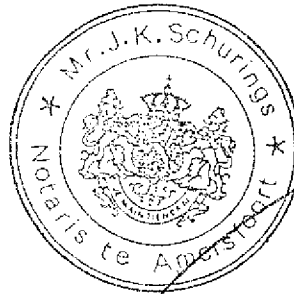
The person appearing is known to me, notary. \_\_\_\_\_

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**



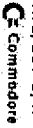
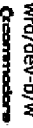
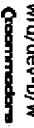
# CLIENT: Yeahronimo



Country	Trademark	Appearance	Registered Owner	Appl. No. Appl. Date	Reg. No. Reg. Date	Classes	Status Renewal Date
Argentina	COMMODORE logo	wrd/dev-b/w <del>Commadore</del>	Commodore International B.V.	2650909 14-Feb-2006		09	Pending
Australia	COMMODORE	wordmark	Escom AG	14-Mar-1988	483311 14-Mar-1988	16	Registered 14-Mar-2009
Australia	COMMODORE	wordmark	Escom AG	14-Mar-1988	A483312 14-Mar-1988	09	Registered 14-Mar-2009
Australia	COMMODORE logo	wrd/dev-b/w <del>Commadore</del>	Commodore International B.V.		907082 26-Apr-2006	09, 25, 38, 41	Pending 26-Apr-2016
Benelux	C COMMODORE	wrd/dev-b/w <del>Commadore</del>	Commodore International B.V.	1088950 28-Oct-2005	0792810 06-Apr-2006	09, 25, 38, 41	Registered 28-Oct-2015
Benelux	C logo	dev-b/w 	Commodore International B.V.	1088949 28-Oct-2005	0792809 06-Apr-2006	09, 25, 38, 41	Registered 28-Oct-2015

# CLIENT: Yeahronimo



Country	Trademark	Appearance	Registered Owner	Appl. No. Appl. Date	Reg. No. Reg. Date	Classes	Status Renewal Date
Benelux	C-COMMODORE	wrd/dev-b/w 	Commodore International B.V.	1026423 04-Feb-2003	0722644 04-Feb-2003	09, 16, 37, 42	Registered 04-Feb-2013
Benelux	COMMODORE	wordmark	Commodore International B.V.	0054510 24-Oct-1985	0415636 24-Oct-1985	09, 16	Registered 24-Oct-2015
Benelux	COMMODORE logo	wrd/dev-b/w 	Commodore International B.V.	1090484 14-Nov-2005	0790977 06-Apr-2006	09, 25, 38, 41	Registered 14-Nov-2015
Benelux	COMMODORE-logo	wrd/dev-b/w	Commodore International B.V.	0054511 24-Oct-1985	0415637 24-Oct-1985	09, 16	Registered 24-Oct-2015
Benelux	GRAVEL	wordmark	Commodore International B.V.	1118253 31-Aug-2006	0808846 05-Jan-2007	09	Registered 31-Aug-2016
Brazil	COMMODORE logo	wrd/dev-b/w 	Commodore International B.V.	827947976 22-Nov-2005		09	Pending

# CLIENT: Yeahronimo



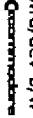


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Canada	C-COMMODORE	wrd/dev-b/w C Commodore	Commodore International B.V.	437150 20-Mar-1979	243671 18-Apr-1980		Registered 18-Apr-2010
Canada	C-COMMODORE	wrd/dev-b/w C Commodore	Commodore International B.V.	1183838 09-Jul-2003	TMA662,415 10-Apr-2006		Registered 10-Apr-2021
Canada	COMMODORE	wordmark	Escom AG	437149 20-Mar-1979	243670 18-Apr-1980	09	Registered 18-Apr-2010
Canada	COMMODORE	wordmark	Escom AG	287232 03-Feb-1965	141630 25-Aug-1965	09, 16	Registered 25-Aug-2010
Canada	COMMODORE	wordmark	Escom AG	12-Mar-1979	256620 06-Mar-1981	09	Registered 06-Mar-2011
Chile	COMMODORE logo	wrd/dev-b/w Commodore	Commodore International B.V.	721004 23-Feb-2006		09	Abandoned

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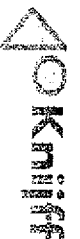
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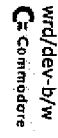
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Country	Trademark	Appearance	Registered Owner	Appl. No. Appl. Date	Reg. No. Reg. Date	Classes	Status Renewal Date
China	COMMODORE logo	wrd/dev-b/w 	Commodore International B.V.	5123802 17-Jan-2006		09	Pending
El Salvador	COMMODORE-logo	wrd/dev-b/w 	Commodore Electronics Ltd.	11-Jun-1987		09	Pending
European Union	GRAVEL	wordmark	Commodore International B.V.	005288519 01-Sep-2006		09	Pending
Finland	COMMODORE	wordmark	Commodore IP B.V.	3682/85 24-Oct-1985	102580 21-Nov-1988	09, 16	Registered 21-Nov-2008
Finland	COMMODORE-logo	wrd/dev-col 	Commodore IP B.V.	3683/85 04-Oct-1985	100620 05-Feb-1988	09, 16	Registered 05-Feb-2008
France	COMMODORE	wordmark	Commodore International B.V.	95588949 18-Sep-1995	95588949 18-Sep-1995	09, 16, 35, 41, 42	Registered 17-Sep-2015

# CLIENT: Yeahronimo







Country	Trademark	Appearance	Registered Owner	Appl. No. Appl. Date	Reg. No. Reg. Date	Classes	Status Renewal Date
France	COMMODORE-1logo		Commodore International B.V.	95588950 18-Sep-1995	95588950 18-Sep-1995	09, 16, 35, 41, 42	Registered 17-Sep-2015
Germany	C logo	dev-colour 	Commodore International B.V.	30354244 6 23-Oct-2003	30354244 08-Jun-2004	09, 21, 25, 28	Registered 31-Oct-2013
Germany	COMMODORE	wordmark	Commodore International B.V.	30262911 4 31-Dec-2002	30262911 27-Mar-2003	09, 16, 42	Registered 31-Dec-2012
Hong Kong	C-COMMODORE	wrd/dev-b/w 	Commodore International B.V.	300044955 09-Jul-2003	300044955 09-Jul-2003	09, 37	Registered 08-Jul-2013
Hong Kong	COMMODORE	wordmark	Commodore International B.V.	6019/88 24-Sep-1988	199203301 24-Sep-1988	09	Registered 24-Sep-2009
Hong Kong	COMMODORE	wordmark	Commodore International B.V.	6020/88 24-Sep-1988	199203302 24-Sep-1988	16	Registered 24-Sep-2009

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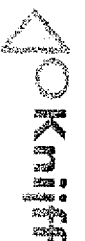
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Country	Trademark	Appearance	Registered Owner	Appl. No. Appl. Date	Reg. No. Reg. Date	Classes	Status Renewal Date
Hong Kong	COMMODORE CDTV	wordmark	Commodore International B.V.	4606/90 04-Jun-1990	199401853 04-Jun-1990	09	Registered 04-Jun-2011
Hong Kong	COMMODORE-logo	wrd/dev-col 	Escom AG	6021/88 24-Sep-1988		09	Pending
Hong Kong	COMMODORE-logo	wrd/dev-col 	Escom AG	6022/88 24-Sep-1988		16	Pending
Iceland	COMMODORE	wordmark	Commodore IP B.V.	514/1985 31-Oct-1985	422/1987 10-Aug-1987	09, 16	Registered 10-Aug-2007
Iceland	COMMODORE-logo	wrd/dev-b/w 	Escom AG	515/1985 31-Oct-1985	402/1987 10-Aug-1987	09, 16	Registered 10-Aug-2007
India	C-COMMODORE	wrd/dev-b/w 	Commodore International B.V.			37	Pending

# CLIENT: Yeahronimo



Country	Trademark	Appearance	Registered Owner	Appl. No. Appl. Date	Reg. No. Reg. Date	Classes	Status Renewal Date
India	C-COMMODORE	wrd/dev-b/w C <sup>®</sup> Commadore	Commodore International B.V.	1216054 21-Jul-2003		09	Pending
International registration	C-COMMODORE	wrd/dev-b/w C <sup>®</sup> Commadore	Commodore International B.V.		804890 15-Apr-2003	09, 16, 37, 42	Registered 15-Apr-2013
Registered AT, BA, BG, CH, CN, CZ, DE, DK, EE, ES, FR, GB, GR, HR, HU, IE, IT, JP, LT, LV, NO, PL,							
Partially registered TR, JP,							
Refusal pending							
International registration	COMMODORE	wordmark	Commodore JP B.V.	17-Jan-1996	654503 17-Jan-1996	15, 41	Registered 17-Jan-2016
Partially registered ES,							
International registration	COMMODORE logo	wrd/dev-b/w C <sup>®</sup> Commadore	Commodore International B.V.		907082 26-Apr-2006	09, 25, 38, 41	Registered 26-Apr-2016
Registered CN, EG(Oct 30, 2007), EU, KE(Oct 30, 2007), MA(Oct 30, 2007), TR, US,							
Refusal pending AU,							
International registration	REUNITE	wordmark	Commodore International B.V.		889390 14-Nov-2005	09, 38, 41	Registered 14-Nov-2015
Registered EU, US,							




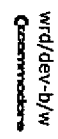

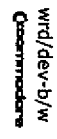
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Country	Trademark	Appearance	Registered Owner	Appl. No. Appl. Date	Reg. No. Reg. Date	Classes	Status Renewal Date
Italy	COMMODORE	wordmark	Commodore International B.V.	04-Dec-1985	T02005SC003526 19-Feb-1987	16	Registered 04-Dec-2015
Japan	C-COMMODORE	wrd/dev-b/w 	Commodore International B.V.		804890 15-Apr-2003	09, 16, 37, 42	Pending 15-Apr-2013
Kenya	C-COMMODORE	wrd/dev-b/w 	Commodore Electronics Ltd.	24-Apr-1984	31927 24-Apr-1984	16	Registered 24-Apr-2015
Kenya	C-COMMODORE	wrd/dev-b/w 	Commodore Electronics Ltd.	33968 24-Apr-1984	31926 24-Apr-1984	09	Registered 24-Apr-2015
Morocco	COMMODORE	wordmark	Commodore Electronics Ltd.	12-Mar-1986	37186 12-Mar-1986	09, 16	Registered 12-Mar-2016
Morocco	COMMODORE-logo	wrd/dev-col 	Commodore Electronics Ltd.	12-Mar-1986	37187 12-Mar-1986	09, 16	Registered 12-Mar-2016


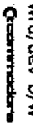
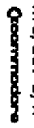
# CLIENT: Yeahronimo



Country	Trademark	Appearance	Registered Owner	Appl. No. Appl. Date	Reg. No. Reg. Date	Classes	Status Renewal Date
New Zealand	COMMODORE-1ogo	wrd/dev-b/w 	Commodore International B.V.	160973 13-Sep-1985	160973 13-Sep-1985	09	Registered 13-Sep-2016
Nigeria	COMMODORE 1ogo	wrd/dev-b/w 	Commodore International B.V.			09	
Pakistan	COMMODORE	wordmark	Escom AG	89449 27-Feb-1986	89449 27-Feb-1986	09	Registered 27-Feb-2008
Pakistan	COMMODORE-1ogo	wrd/dev-b/w 	Commodore Electronics Ltd.	27-Feb-1986	89450 27-Feb-1986	09	Registered 27-Feb-2008
Philippines	COMMODORE 1ogo	wrd/dev-b/w 	Commodore International B.V.	4-2006-007540 13-Jul-2006		09	Pending
Serbia & Montenegro	COMMODORE	wordmark	Commodore JP B.V.	21-Dec-1987	30740 21-Dec-1987	09, 16	Registered 21-Dec-2007

# CLIENT: Yeahronimo



Country	Trademark	Appearance	Registered Owner	Appl. No. Appl. Date	Reg. No. Reg. Date	Classes	Status Renewal Date
Serbia & Montenegro	COMMODORE-Logo	wrd/dev-col 	Commodore JP B. V.	21-Dec-1987	30739 21-Dec-1987	09, 16	Registered 21-Dec-2007
South Africa	COMMODORE	wordmark	Yeahronimo Ventures Inc.	2005115118 22-Jul-2005		09	Pending
South Africa	COMMODORE-Logo	wrd/dev-b/w 	Commodore International B. V.	2005124590 16-Nov-2005		09	Pending
South Korea	COMMODORE-Logo	wrd/dev-b/w 	Commodore International B. V.	40-2005-53683 16-Nov-2005	40-0698529 15-Feb-2007	09	Registered
Switzerland	COMMODORE	wordmark	Escom AG	05616/1991 16-Aug-1991	400091 16-Aug-1991	09, 16, 28	Registered 16-Aug-2011
Switzerland	COMMODORE CDTV	wordmark	Commodore International B. V.	04-Nov-1991	389980 04-Nov-1991	09, 16, 28	Registered 04-Nov-2011




# CLIENT: Yeahronimo



Country	Trademark	Appearance	Registered Owner	Appl. No. Appl. Date	Reg. No. Reg. Date	Classes	Status Renewal Date
Switzerland	COMMODORE CDTV	wordmark	Commodore International B.V.	430119908 04-Sep-1991	386393 04-Sep-1991	09, 16	Registered 04-Sep-2011
Switzerland	COMMODORE DYNAMIC TOTAL VISION	wordmark	Commodore International B.V.	389979 21-May-1991	389979 21-May-1991	09, 16, 28	Registered 21-May-2011
Taiwan	C-COMMODORE	wrd/dev-b/w C Commodore	Commodore International B.V.	092044352 17-Jul-2003		37	Pending
Taiwan	C-COMMODORE	wrd/dev-b/w C Commodore	Commodore International B.V.	092044265 17-Jul-2003		09	Pending
Taiwan	COMMODORE logo	wrd/dev-b/w Commodore	Commodore International B.V.	094060246 13-Dec-2005	1238144 16-Nov-2006	09, 28	Registered 15-Nov-2016
Thailand	COMMODORE	wordmark	Escom AG	302975 19-Feb-1986	TM42171 19-Feb-1986	09	Registered 18-Feb-2016

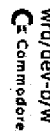
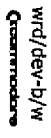


# CLIENT: Yeahronimo



Country	Trademark	Appearance	Registered Owner	Appl. No. Appl. Date	Reg. No. Reg. Date	Classes	Status Renewal Date
Thailand	COMMODORE-1090	wrd/dev-b/w 	Escom AG	302973 19-Feb-1986	TM42169 19-Feb-1986	09	Registered 18-Feb-2016
Turkey	C-COMMODORE	wrd/dev-b/w 	Commodore International B.V.		804890 15-Apr-2003	09, 16, 37, 42	Partially Registered 15-Apr-2013
Turkey	COMMODORE	wordmark	Commodore International B.V.	20610/81 31-Mar-1986	91929 31-Mar-1986	09	Registered 31-Mar-2016
Turkey	COMMODORE-1090	wrd/dev-b/w 	Commodore International B.V.	20669/86 31-Mar-1986	91174 31-Mar-1986	09	Registered 31-Mar-2016
United Kingdom	COMMODORE	wordmark	Commodore International B.V.	12-Jan-1983	1188429 12-Jan-1983	09	Registered 12-Jan-2014
United Kingdom	COMMODORE	wordmark	Commodore International B.V.	06-Apr-1984	1216345 06-Apr-1984	28	Registered 06-Apr-2015

# CLIENT: Yeahronimo



Country	Trademark	Appearance	Registered Owner	Appl. No. Appl. Date	Reg. No. Reg. Date	Classes	Status Renewal Date
United States	C-COMMODORE	wrd/dev-b/w 	Commodore International B.V.	78/290,851 22-Aug-2003	3067377 14-Mar-2006	09	Registered 14-Mar-2016
United States	COMMODORE	wordmark	Commodore International B.V.	360490 19-Apr-1982	1251535 20-Sep-1983	09, 14	Registered 20-Sep-2013
United States	COMMODORE logo	wrd/dev-b/w 	Commodore International B.V.	907082 26-Apr-2006	907082 26-Apr-2006	09, 25, 38, 41	Registered 26-Apr-2016
United States	COMMODORE-1990	wrd/dev-b/w	Commodore International B.V.	359737 14-Apr-1982	1242650 21-Jun-1983	09	Registered 21-Jun-2013
Venezuela	COMMODORE-1990	wrd/dev-b/w 	Commodore Electronics Ltd.	7277 27-May-1987	141704 04-Mar-1991	38	Registered 04-Mar-2016
Venezuela	COMMODORE-1990	wrd/dev-b/w 	Commodore Electronics Ltd.	7276 27-May-1987	141703 04-Mar-1991	09	Registered 04-Mar-2016

**TRADEMARK**  
**REEL: 003675 FRAME: 0053**

## **Grimshaw & Harring**

A PROFESSIONAL CORPORATION  
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DENVER, COLORADO 80203-4538  
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December 3, 2007

Veldhuizen Beens Van de Castel Notarissen  
P.O. Box 49  
3800 AA Amersfoort  
The Netherlands  
Attn: Mr. J.K. Schurings

Dear Mr. Schurings:

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") and the Power of Attorney given by Ben van Wijhe to Christian Schomper that is also attached to this letter (the "Power of Attorney").

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 and the Power of Attorney, (b) the authenticity and completeness of all documents submitted to us, (c) the conformity to originals and completeness of the copy of the Resolution and the Power of Attorney provided to us by the Company, (d) the lack of any termination, revocation, rescission modification, waiver, or amendment to the Resolution and the Power of Attorney, (e) the legal competence or capacity of all persons executing the Resolution and the Power of Attorney, 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 and the Power of Attorney. 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. We have assumed that the Resolution and the Power of Attorney remain in full force and effect as of the date hereof. We have assumed that the Power of Attorney is legally effective and sufficient pursuant to applicable law and we have assumed, for purposes of this letter, that such law is identical to the laws of the State of Colorado. We have assumed that "Chris Schomper" referred to in the Resolution is the same person as "Christiaan Willem Schomper" referred to in the documents referenced



below and the same person as "Christian Schomper" referred to in the Power of Attorney. We assume that the documents referred to below are part of the same transaction with Tulip Computers N.V. ("Tulip") that is the subject of the Resolution.

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 and the Power of Attorney, duly and validly authorized Mr. Christiaan Willem Schomper, 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:

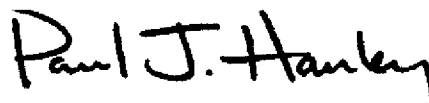
1. the Finance and Security Agreement dated November 23, 2007, among the Company, Commodore International B.V., and Tulip; and
2. the Deed of Pledge of Trademarks among the Company, Commodore International B.V., and Tulip; and
3. Akte van verpanding aandelen op naam Commodore International B.V. (a deed of pledge of shares in the share capital of Commodore International B.V.) among the Company, Commodore International B.V., and Tulip.

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 laws of the State of Colorado. The opinion set forth above is based solely on and are limited in all respects to the laws 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 is 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

**POWER OF ATTORNEY**

I, the undersigned, Ben van Wijhe, of Wittendijk 13 7216 PL Kring van Dorth, the Netherlands, acting for the purpose of this document as Director in Commodore International Corporation;

hereby appoints and authorized Christian Schomper of van Heeckerenlaan 49, 6711JM Ede, the Netherlands;

to represent the undersigned and sign on his behalf all relevant documents pertaining to the Finance and Security Agreement between Commodore International Corporation and Tulip Computers N.V.

The undersigned hereby undertakes to ratify and confirm whatsoever his Attorney shall do or purport to do in his name or on his behalf in pursuance of the powers hereinbefore contained.

Signed at Hong Kong  
On NOVEMBER 26, 2007

  
Ben van Wijhe, Director

**FINANCE AND SECURITY AGREEMENT**

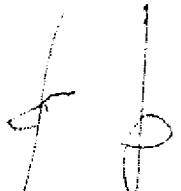
**Parties:**

**Tulip Computers N.V.**

**Commodore International Corporation  
(formerly named Yeahronimo Media Ventures Inc.)**

**Commodore International B.V.**

**23 November 2007**

Handwritten initials or signature, possibly 'F' and 'D'.

**TRADEMARK  
REEL: 003675 FRAME: 0058**

## FINANCE AND SECURITY AGREEMENT

### 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. 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");
- III. Commodore International B.V., a private company with limited liability incorporated under the laws of the Netherlands with its statutory seat at 's - Hertogenbosch, the Netherlands, represented by its director CIC, on its turn represented by its directors Mr. B. van Wijhe and Mr. C.W. Schomper ("CI BV")

Tulip and CIC hereinafter being referred to collectively as the "Parties" and each individually as "Party".

### Recitals:

- A. Tulip Computers Holding B.V. and CIC entered into a Share Purchase Agreement dated 24 March 2005 ("SPA") which 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. In an agreement dated 15 November 2006 CIC and Tulip agreed on a once only postponement of payment for the Purchase Price Base Payments due on 30 November 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 1 July 2007. CIC has not been able to pay the amount of € 750.000 on 1 July 2007.

- D. According to articles 7.4 and 7.6 of the SPA a minimum amount of € 1.050.000 was due on 29 August 2007. CIC has not been able to pay the amount of € 1.050.000 on 29 August 2007.
- E. On 4 September 2007 Tulip, CIC and other parties entered into an agreement in which amongst others Tulip granted CIC a loan (€ 1.200.000 + € 800.000) and a postponement of payment for an amount of € 1.800.000 (Recital C. € 750.000 + Recital D. € 1.050.000) until 15 October 2007 ("**4 September Agreement**"). On 16 October 2007 Tulip granted CIC a further postponement of payment until 29 October 2007. CIC has not been able to pay the amount of € 1.800.000 on 29 October 2007. For clarity sake, the 4 September Agreement remains valid notwithstanding the postponement of payment contained in article 9.2 of this agreement.
- F. A Purchase Price Base Payment of € 750.000 as stipulated and defined in article 7.3 of the SPA will be due on 30 November 2007. CIC has indicated that it will not be able to pay the amount of € 750.000 on 30 November 2007 and that it is questionable whether the amount of € 750.000 due on 31 March 2008 can be paid.
- G. 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, Tulip and CIC agreed in clause 8 of the SPA that CIC would deliver a first demand bank guarantee amounting to € 3,5 million for the benefit of Tulip. CIC did not deliver the bank guarantee in time. On 15 October 2006 CIC and Tulip entered into an Alternative Security Agreement. Without waving any of its rights under article 8 of the SPA or any other stipulation in the SPA, Tulip accepted two alternative securities: 1.) The proceeds of a Joint Venture Agreement with The Content Factory B.V. with regard to Commodore Gaming and 2.) A convertible promissory note 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 CIC. The bank guarantee has not been delivered and the alternative securities appeared not to be satisfactory.
- H. Tulip has the point of view that on basis of the aforementioned issues CIC is in breach of contract and that subsequently Tulip has the right to dissolve the SPA. Parties discussed that dissolution of the SPA would jeopardize the business case of Commodore which would be disadvantageous to both parties. However, parties determine that - as a result of the breach of contract by CIC - the remaining amount of the Purchase Price Performance Payment under the SPA of € 16.500.000 is payable at once.

- I. In order to enable CIC to further develop the business case of Commodore in the coming years Tulip is prepared to grant CIC a loan of € 16.500.000 with a realistic payment scheme that ensures the development of the Commodore business case.
- J. Parties wish to lay down the terms and conditions of the loan in this agreement.

**Parties agree as follows:**

**1. Amount payable**

- 1.1. Parties determine ('vaststellen' as referred to in article 7:900 of the Dutch Civil Code) that the amount of € 16.500.000 which is the remaining amount of the Purchase Price Performance Payment payable under the SPA is payable at once, i.e. on 1 November 2007.
- 1.2. Parties also determine that a remaining amount of the Purchase Price Base Payment of € 3.000.000 under the SPA is payable according to the schedule in article 7.3. of the SPA notwithstanding article 2.1 of this agreement. As security for the payment of the Purchase Price Base Payment it was agreed that CIC would deliver a bank guarantee as defined in article 8 of the SPA. The bank guarantee has not been delivered. With respect to the transfer of the second tranche (40%) of the shares in Commodore International B.V. as referred to in article 2.2 of the SPA under the condition that a bank guarantee of € 3.500.000 is delivered as referred to in article 8 of the SPA, parties determine that since the bank guarantee has not been delivered the shares will not be transferred. Parties also determine that if CIC does deliver the bank guarantee of € 3.500.000 as referred to in article 8 of the SPA, then Tulip will be bound to transfer the tranche of 40% of the shares in the capital of Commodore International B.V. at which moment CIC will establish a pledge on these shares for the benefit of Tulip as referred to in article 3.2 of the SPA.

**2. Rescheduling of the Purchase Price Base Payment**

- 2.1. Parties agree to reschedule the remaining amount of the Purchase Price Base Payment as defined in article 7.3 in the SPA as follows:
- |                    |             |
|--------------------|-------------|
| - 30 June 2008     | € 2.000.000 |
| - 31 December 2008 | € 1.000.000 |

**3. Loan**

- 3.1. Subject to the terms and conditions set out in this agreement Tulip grants to CIC a loan as per 1 November 2007 with a principal amount of € 16.500.000 (sixteen million five hundred thousand euros) ("Loan").

**4. Interest**

4.1. CIC shall pay interest in fixed instalments according to the following schedule:

-	31 December 2008	€ 225.000
-	31 December 2009	€ 225.000
-	31 December 2010	€ 200.000

In case CIC makes early repayments on the outstanding principal amount Tulip will amend the interest schedule pro rata to the early repayments.

4.2. If CIC fails to pay any amount payable under this agreement timely, then CIC will be automatically without further notice in default. In that case and from that moment CIC will have to pay, instead of the normal interest, a penalty interest over the overdue amount at a rate of 1 per cent per month.

**5. Repayment**

5.1. CIC will repay the Loan according to the following payment schedule:

-	31 December 2008	€ 1.000.000
-	30 June 2009	€ 3.000.000
-	31 December 2009	€ 3.000.000
-	30 June 2010	€ 4.500.000
-	31 December 2010	€ 5.000.000

Total: € 16.500.000 exclusive interest

5.2. CIC may make early repayments of the Loan in whole or in part. CIC is obliged to make early repayments - in amounts equal to the net proceeds - in case of and as soon as 1.) CIC disposes of shares in any of its subsidiaries 2.) or CIC sells any of its assets or any asset of its subsidiaries. CIC will make its best effort to make early repayments - in amounts equal to the net proceeds - in case CIC receives any receipts that are not in the ordinary course of its business.

Parties may also agree on a payment by CIC for example in shares of a subsidiary of CIC or on other payments in kind. In that case it will be negotiated for which instalments of the payment schedule the early prepayment is used.

5.3. CIC is not allowed to create any mortgage, pledge, lien, charge, assignment, hypothecation or security interest or any encumbrance - which substantially and



adversely could affect Tulip's interests - over its assets already pledged in favour of Tulip, other than a security already created before the signing of this agreement or created in the ordinary course of trading, unless CIC has obtained the prior written approval of Tulip which approval will not be withheld unreasonably. In this respect parties agree that CIC will provide Tulip continuously with all relevant information including information about the financial situation of CIC. If CIC does however create such security without prior written approval, then the outstanding Loan together with accrued interest and all other amounts accrued under this agreement must be repaid in full immediately.

- 5.4. All repayments to be made by CIC 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

- 5.5. When any payment under this Loan 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.

## 6. Guarantee Devil

- 6.1. CIC and Devil Computer Vertriebs GmbH ("Devil") envisage to enter into an agreement, a draft of which is attached as Annex 1, within 5 days after signing of this agreement and in which Devil facilitates the financing, the logistic activities and the distribution of one specific shipment of 6546 Gravel units. Tulip envisages to guarantee and ensure towards Devil for a period of 6 months that CIC will be able to fulfil its obligations towards Devil with regard to its payment obligation for a maximum amount of € 686.000 (€ 583.000 finance of products + € 100.000 for related costs such as handling, warehousing, financing etc. + € 3.000 transport). CIC and Tulip establish that as a result CIC has an obligation towards Tulip for an amount of € 686.000. Such obligation exists only in case and for as long as Tulip has not been able fully and unconditionally released from its obligations under the guarantee.

Parties agree that the securities mentioned in article 7.1 of this agreement also serve as counter guarantee for the mentioned obligations from Tulip towards Devil in case and for as long as Tulip has not been able fully and unconditionally released from its obligations under the guarantee.

**7. Securities**

7.1. As security for the fulfilments of all obligations of CIC under this agreement towards Tulip, Tulip and CIC hereby agree that Tulip will unconditionally and to the satisfaction of Tulip receive the following securities:

- 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. Pledge on the proceeds of the Joint Venture Agreement 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.)

7.2. If CIC meets the following requirements:

- payment before 31 January 2008 of an amount of € 2.000.000 (€ 1.200.000 + € 800.000) and accrued interest under the 4 September Agreement and,
- payment before 1 September 2008 of an amount of € 4.500.000 and accrued interest due under this agreement and,
- fulfilment of all of its obligations with regard to the Devil Guarantee as described in article 6.1,

in which case it will be assumed that CIC will be able to pay the remaining amounts due under this agreement, unless Tulip makes a plausible case to the contrary,

then the securities listed under article 7.1.a and article 7.1.b. as pledged under this agreement will be cancelled and the Parties will agree on - in derogation of article 5 of this agreement - a performance based repayment of the remaining amounts due under this agreement, including the Loan, similar to the scheme in the SPA.

7.3. Tulip has the right to request any other satisfactory additional security for the fulfilment of CIC's obligations such as the pledge of shares in any subsidiary of CIC and Parties may at all times negotiate alternative securities. It is explicitly agreed that CIC will provide alternative and at least equal securities in case the pledges with respect to Commodore Gaming B.V. (article 7.1.c en 7.1.d) appear not be satisfactory within 3 months after signing of this agreement. The term "not to be satisfactory" shall mean 1.) that CIC can not effectively pledge its shares in Commodore Gaming B.V. or 2.) that there is no agreed upon feasible business case for Commodore Gaming and that there is no agreement between the shareholders of Commodore Gaming about a payment scheme related thereto.

7.4. The pledges will be executed by a civil law notary appointed by Tulip - Veldhuizen Beens van de Castel Notarissen - immediately after the signing of this agreement and CIC will provided all necessary documents and signatures immediately on first request of Tulip or the civil law notary appointed by Tulip.

7.5. CIC and CI BV hereby each give an irrevocable power of attorney to each employee of Veldhuizen Beens van de Castel Notarissen to sign and execute on behalf of CIC and CI BV the notarial deeds in connection with the pledges as referred to in article 7.1., to be granted under standard market conditions, and furthermore to do everything necessary in connection therewith, all subject to the charge of approval, indemnification and confirmation according to Dutch law and with the grant of the power of substitution.

## 8. Events of Default

8.1. In case any of the following events of default occurs the Loan will be immediately repayable and Tulip shall be entitled to take all necessary arrangements to protect its interests:

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;

(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.

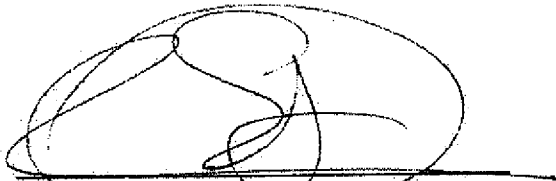
c. Cessation of business: CIC or a member of the CIC group ceases, or threatens to cease, to carry on business.

- d. Any shares in 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. Material Adverse Effect: Any event or series of events occurs which is reasonably likely to have a material adverse effect.
- f. 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 obviously unfounded and the respective member of the CIC group contests those proceedings in good faith.

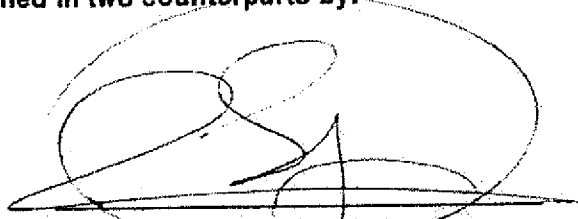
**9. Miscellaneous**

- 9.1. Tulip has - at its sole discretion - the right to set off its obligation to make the Loan payable against the obligation of CIC to pay the amount of € 16.500.000 under the SPA as established in article 1.1.
- 9.2. Parties agree that CIC will be granted a further postponement until 31 January 2008 for repayment of the loan (€ 2.000.000), which is part of the 4 September Agreement. If CIC obtains financial facilities before 31 January 2008, parties will discuss an early repayment of this loan.
- 9.3. In the near future CIC expects to reach agreement with third parties about financing arrangements and CIC will do its utmost to use these arrangements or part of these arrangements for early repayments to Tulip. In that respect parties will enter into discussions in the week from 17 until 21 December 2007 to evaluate the latest developments at CIC and the financial situation of CIC.
- 9.4. Change of control.
  - a. In the event that there is a substantial change of control in any group members pledged to Tulip, CIC will discuss the proposed changes timely and do its utmost to make early repayments to Tulip.
  - b. For all other changes of control article 18 of the SPA remains valid.
- 9.5. This agreement is governed by and shall be construed in accordance with the laws of the Netherlands.
- 9.6. 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:



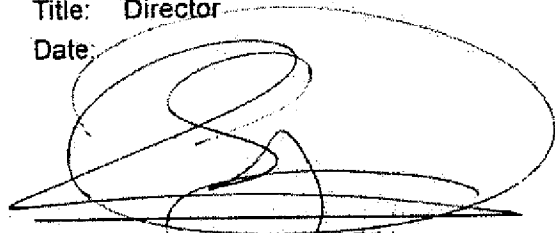
Commodore International Corporation  
Name: B. van Wijhe  
Title: Managing Director  
Date:



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



Commodore International B.V.  
Name: B. van Wijhe  
Title: Director  
Date:



Commodore International B.V.  
Name: C.W. Schomper  
Title: Director  
Date:



Tulip Computers N.V.

Name: M. Elbertse  
Title: CEO  
Date: 27-11-2007

**ANNEX 1.**

23 November 2007

Page 10

**TRADEMARK**  
**REEL: 003675 FRAME: 0068**

**AANDEELHOUDERSBESLUIT BUITEN VERGADERING**  
**COMMODORE INTERNATIONAL B.V.**

**De ondergetekenden:**

1. Commodore International Corporation, een vennootschap opgericht naar het recht van Colorado, Verenigde Staten van Amerika gevestigd te Colorado, Verenigde Staten van Amerika, kantoorhoudende te 3741 GP Baam, Hermesweg 15, geregistreerd in het handelsregister van de staat Colorado onder nummer 19991089075;
2. Tulip Computers Holding B.V., een besloten vennootschap met beperkte aansprakelijkheid, statutair gevestigd te Amersfoort en kantoorhoudende te 3821AL Amersfoort Databankweg 7, geregistreerd in het handelsregister onder nummer: 16081437,

welke vennootschappen te dezen handelen als de enige stemgerechtigde aandeelhouders van de te 's-Hertogenbosch gevestigde besloten vennootschap met beperkte aansprakelijkheid: **Commodore International B.V.**, kantoorhoudende te 3741 GP Baam, Hermesweg 15, ingeschreven in het handelsregister onder nummer 16088897, hierna te noemen: **Vennootschap**;

**in aanmerking nemende dat:**

- geen certificaten van aandelen met medewerking van de Vennootschap zijn uitgegeven;
- geen aandelen in het kapitaal van de Vennootschap zijn verpand noch zijn belast met een recht van vruchtgebruik ten gevolge waarvan de pandhouder of de vruchtgebruiker de rechten heeft die de wet toekent aan houders van met medewerking van de vennootschap uitgegeven certificaten van aandelen, behoudens een pandrecht op de aandelen, genummerd, 1 tot en met 2.400, in het kapitaal van de Vennootschap, ten behoeve van Tulip Computers N.V., statutair gevestigd te Amersfoort;
- artikel 27 van de statuten van de vennootschap besluitvorming buiten vergadering toestaat, mits met algemene stemmen van de stemgerechtigde aandeelhouders en deze stemmen schriftelijk worden uitgebracht;
- de enig directeur van de Vennootschap in gelegenheid is gesteld advies uit te brengen op het onderstaande besluit,

**besluit:**

de enig directeur van de Vennootschap te benoemen als persoon als bedoeld in artikel 2:256 van het Burgerlijk Wetboek, in verband met het tegenstrijdig belang van de Vennootschap met haar bestuurder, terzake van de (rechts-)handelingen vervat in casu quo

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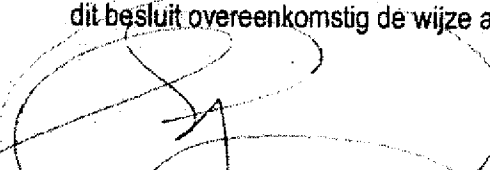
CJO


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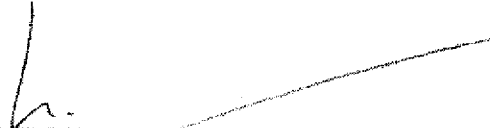
verband houdende met de (ontwerp-)overeenkomst, genaamd: Finance & Security Agreement, substantieel conform het concept van die overeenkomst de dato 23 november 2007.

**ten bewijze waarvan:**

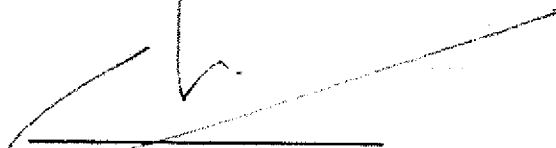
dit besluit overeenkomstig de wijze als hieronder bepaald, wordt ondertekend.

  
Commodore International Corporation  
Door : B. van Wijhe  
Datum : \_\_\_\_\_

  
Commodore International Corporation  
Door : C.W. Schömper  
Datum : \_\_\_\_\_

  
Tulip Computers Holding B.V.  
Door : Tulip Computers N.V.  
Door : M. Elbertse  
Datum : 27/11/2007

Voor akkoord: \_\_\_\_\_

  
Tulip Computers N.V.  
Door : M. Elbertse  
Datum : 27/11/2007



POWER OF ATTORNEY

I, the undersigned, Ben van Wijhe, of Wittendijk 13 7216 PL Kring van Dorth, the Netherlands, acting for the purpose of this document as Director in Commodore International Corporation;

hereby appoints and authorized Christian Schomper of van Heeckerenlaan 49, 6711JM Ede, the Netherlands;

to represent the undersigned and sign on his behalf all relevant documents pertaining to the Finance and Security Agreement between Commodore International Corporation and Tulip Computers N.V.

The undersigned hereby undertakes to ratify and confirm whatsoever his Attorney shall do or purport to do in his name or on his behalf in pursuance of the powers hereinbefore contained.

Signed at Hong Kong  
On November 06, 2007

  
Ben van Wijhe, Director