

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Audio and Video Labs, Inc.		08/01/2008	CORPORATION: NEW JERSEY
Audio and Video Labs Holdings, Inc.		08/01/2008	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	ZM Private Equity Fund I, L.P., as Aent
Street Address:	745 Fifth Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10151
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 22

Property Type	Number	Word Mark
Serial Number:	78768154	DISC MAKERS
Serial Number:	78853620	DISC MAKERS
Serial Number:	77006750	DIGSTATION
Serial Number:	78578511	DISCWRAPPER
Serial Number:	78578422	ELITE SERIES
Serial Number:	78578408	ELITEPRO
Serial Number:	78932475	JUDO
Serial Number:	78578499	MACELITE
Serial Number:	78578142	REFLEXULTRA
Serial Number:	74694473	OASIS
Serial Number:	76074699	SOFT-SPOT
Serial Number:	75567599	STUDIOFINDER

OP \$565.00 78768154

Serial Number:	77346328	DIGSTATION
Serial Number:	77346334	DIGSTATION
Serial Number:	77137526	JUDO
Serial Number:	77149433	MEDLEY
Serial Number:	77319699	FORTE
Serial Number:	77342570	HOSTBABY
Serial Number:	77342799	MUSICBABY
Serial Number:	77342633	PROMOBABY
Serial Number:	77342753	STUDIOBABY
Serial Number:	78578279	ELITEMICRO

CORRESPONDENCE DATA

Fax Number: (312)993-9767
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
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Email: christina.mcclure@lw.com
Correspondent Name: Christina McClure, Paralegal
Address Line 1: 233 S. Wacker Drive, Ste. 5800
Address Line 2: c/o Latham & Watkins LLP
Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	038940-0003
NAME OF SUBMITTER:	Christina McClure
Signature:	/cm/
Date:	08/04/2008

Total Attachments: 15

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**AMENDED AND RESTATED PATENTS, TRADEMARKS, COPYRIGHTS AND
LICENSES SECURITY AGREEMENT**

THIS AMENDED AND RESTATED PATENTS, TRADEMARKS, COPYRIGHTS AND LICENSES SECURITY AGREEMENT (this “**Security Agreement**”) is made effective as of August 1, 2008 by and among **AUDIO AND VIDEO LABS, INC.** and **AUDIO AND VIDEO LABS HOLDINGS, INC.**, (each an “**Assignor**” and jointly and severally “**Assignors**”) and **ZM PRIVATE EQUITY FUND I, L.P.**, a Delaware limited partnership (as successor agent to D.B. Zwirn Special Opportunities Fund, L.P.), in its capacity as agent (“**Agent**”) for itself and the other Lenders (as hereinafter defined) (“**Assignee**”).

BACKGROUND

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

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

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

1. **Incorporation of Loan Agreement and Intercreditor Agreement.**

1.1 **Loan Agreement.** The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All Obligations (as defined in the Loan Agreement) are sometimes hereinafter referred to collectively as the “**Second Lien Indebtedness**”. All capitalized terms not otherwise defined herein shall have the meanings set forth in the Loan Agreement.

1.2 **Intercreditor Agreement.** The liens and security interests securing the Second Lien Indebtedness and the rights and obligations evidenced hereby with respect to such liens and security interests are subordinate in the manner and to the extent set forth in that certain Amended and Restated Intercreditor Agreement (as the same may be amended or otherwise modified from time to time pursuant to the terms thereof, referred to in this paragraph as the “**Intercreditor Agreement**”), dated as of August 1, 2008 among Assignors (and each other person who guarantees, or otherwise grants a lien or security interest on its assets is referred to in this paragraph as a “**Credit Party**” and, collectively, as the “**Credit Parties**”), Agent, and Wilmington Trust FSB (“**Bank**”), to the liens and security interests securing indebtedness (including interest) owed by the Credit Parties pursuant to that certain Amended and Restated Loan and Security Agreement dated as of the date hereof (as the same may be amended or otherwise modified from time to time) among Credit Parties and Bank; and each party to this

instrument hereby acknowledges that it is bound by the provisions of the Intercreditor Agreement.

2. **Security Interests.**

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

(a) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents listed on **Exhibit "A"**, attached hereto and made a part hereof, and (i) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (i)-(iv), are sometimes hereinafter individually and/or collectively referred to as the "**Patents**");

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

(c) license agreements with any other party, whether Assignors are licensors or licensees under any such license agreement, including, without limitation, the licenses listed on **Exhibit "D"** attached hereto and made a part hereof, and the right to prepare

for sale, sell and advertise for sale all inventory now or hereafter owned by Assignors and now or hereafter covered by such licenses (all of the foregoing is hereinafter referred to collectively as the "Licenses").

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

(a) servicemarks, trademarks, servicemark and trademark registrations, tradenames, trademark applications, and all goodwill attendant thereto, including, without limitation, the servicemarks, trademarks, tradenames, registrations and applications listed on **Exhibit "B"**, attached hereto and made a part hereof, and (i) all renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including without limitation, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing servicemarks, trademarks, servicemark and trademark registrations, tradenames and applications together with the items described in clauses (i)-(iv), are sometimes hereinafter individually and/or collectively referred to as the "Trademarks").

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

4. **New Patents, Trademarks, and Licenses**. Assignors represent and warrant that the Patents, Trademarks, Copyrights and Licenses listed on **Exhibits "A", "B", "C" and "D"**, respectively, constitute all of the patents, trademarks, copyrights, applications and licenses, now owned by Assignor. If, before all Second Lien Indebtedness (other than contingent reimbursement and indemnification obligations in respect of which no claim has been made) shall have been satisfied in full and the Loan Agreement shall have been terminated, Assignors shall (i) obtain rights to any new patentable inventions, trademarks, trademark registrations, tradenames, copyrights or licenses, or (ii) become entitled to the benefit of any patent, trademark or copyright application, trademark, trademark registration or license renewal, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, the provisions of **Article 2** above shall automatically apply thereto and Assignors shall give to Assignee prompt written notice thereof. Assignors hereby authorize

Assignee to modify this Security Agreement by amending **Exhibit "A", "B", "C" and/or "D"**, as applicable, to include any future patents, patent applications, trademarks, trademark registrations, trademark applications, tradenames, copyrights and licenses which are Patents, Trademarks, Copyrights or Licenses, as applicable, under **Article 2** above or under this **Section 4**. Assignors hereby agree to provide to Assignee such assignment or other documentation as Assignee may request to record Assignee's lien on such future Patents, Trademarks, Copyrights or Licenses.

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

6. **Assignee's Right to Inspect.** Assignee shall have the rights provided in **Section 9.8** of the Loan Agreement, from time to time, to inspect Assignors' premises and to examine Assignors' books, records and operations, including, without limitation, Assignors' quality control processes. Assignors agree that Assignee, or a conservator appointed by Assignee, shall have the right during the continuation of an Event of Default to establish such additional reasonable product quality controls as Assignee, or said conservator, in its sole judgment, may deem necessary to assure maintenance of the quality of products sold by Assignors under the Trademarks. Assignors agree (i) except as otherwise permitted under the Loan Agreement, not to sell or assign their interest in, or grant any license under, the Patents, Trademarks, Copyrights or Licenses, without the prior written consent of Assignee; (ii) to maintain the quality of any and all products in connection with which the Trademarks and/or Copyrights are used, consistent with quality of said products as of the date hereof; (iii) not to adversely change the quality of said products without Assignee's express written consent; and (iv) to provide Assignee, upon request, with a certificate of an officer of Assignors certifying Assignors' compliance with the foregoing.

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

8. **Duties of Assignors.** Assignors shall have the duty (i) to prosecute diligently any patent, trademark and copyright application pending as of the date hereof or thereafter until all Second Lien Indebtedness (other than contingent reimbursement and indemnification obligations in respect of which no claim has been made) shall have been paid in full and the Loan Agreement is terminated, (ii) to make application on unpatented but patentable inventions and on trademarks and copyrights, as appropriate, and (iii) to preserve and maintain all rights in patent applications and patents of the Patents, in trademark applications, trademarks and trademark

registrations of the Trademarks and in copyright applications and copyrights of the Copyrights. Any expenses incurred in connection with such applications shall be borne by Assignors, except as otherwise permitted under the Loan Agreement. Except as otherwise permitted under the Loan Agreement, Assignors shall not abandon any right to file a patent, trademark or copyright application, or any pending patent, trademark or copyright application or any Patent, Trademark, License or Copyright without the consent of the Assignee, which consent shall not be unreasonably withheld.

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

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

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

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

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

14. **Cumulative Remedies; Power of Attorney; Effect on Loan Agreement.** All of Assignee's rights and remedies with respect to the Patents, Trademarks, Copyrights and Licenses, whether established hereby or by the Loan Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Assignors hereby authorize Assignee to make, constitute and appoint any officer or agent of Assignee as Assignee may select, in its sole discretion, as Assignors' true and lawful attorney-in-fact, with power upon the occurrence and during the continuation of an Event of Default to (i) endorse Assignors' name on all applications, documents, papers and instruments necessary or reasonably desirable for the Assignee to protect, evidence, perfect or enforce its security interest in the Patents, Trademarks, Copyrights and Licenses, (ii) take any other actions with respect to the Patents, Trademarks, Copyrights and/or Licenses as the Assignee reasonably deems in the best interest of the Assignee, (iii) grant or issue any exclusive or non-exclusive license under the Patent or Trademark to anyone, including Assignee, and/or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Patents, Trademarks, Copyrights or Licenses to anyone, including Assignee. Assignee may act under such power of attorney to take the actions referenced in **Section 4**. Assignee hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until all Second Lien Indebtedness shall have been paid in full and the Loan Agreement shall have been terminated. Assignors acknowledge and agree that this Security Agreement is not intended to limit or restrict in any way the rights and remedies of Assignee under the Loan Agreement but rather is intended to facilitate the exercise of such rights and remedies given it by the terms of this Security Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Trademarks, Copyrights or Licenses may be located.

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

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

17. **Counterparts.** This Security Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any of the parties hereto may execute this Security Agreement by signing any such counterpart.

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

19. **Amendment and Restatement.** This Security Agreement amends and restates that certain Patents, Trademarks, Copyrights and Licenses Security Agreement between Assignors and Assignee dated March 23, 2006 (the “**Prior IP Security Agreement**”). This Security Agreement is given in replacement for but not in satisfaction of the Prior IP Security Agreement and does not constitute a novation, termination or release of the Prior IP Security Agreement, and each Assignor hereby ratifies and reaffirms its prior grant of liens and security interests under or pursuant to the Prior Pledge Agreement.

[Signature Pages Follow]

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

AUDIO AND VIDEO LABS, INC.


By: _____
Name: _____
Title: _____

AUDIO AND VIDEO LABS HOLDINGS, INC.

By: _____
Name: _____
Title: _____

ACCEPTED AND AGREED
as of the date first above written:

ZM PRIVATE EQUITY FUND I, L.P., as Agent

By: 
Name: Quinn Morgan

Signature Page to Amended and Restated Patents,
Trademarks, Copyrights and Licenses Security Agreement

TRADEMARK
REEL: 003828 FRAME: 0979

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

Patents

Patents

- None

Patent Applications

- None

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

Trademarks

Trademarks

1. Disc Makers, logo – Application # 78/768154
2. Disc Makers – Application # 78/853620
3. Disc Makers, logo, European Community – Application # 5253844
4. Digstation, logo – Application # 77/006750
5. Disc Wrapper – Application # 78/578511
6. Elite Series – Application # 78/578422
7. EliteMicro – Application # 78/578279
8. ElitePro – Application # 78/578408
9. Judo, logo – Application # 78/932475
10. MacElite – Application # 78/578499
11. ReflexUltra – Application # 78/578142
12. Oasis – Application # 74/694473
13. Soft-Spot – Application # 76/074699
14. StudioFinder – Application # 75/567599

Trademark Applications

1. Digstation (Block letter) – Application # 77/346328
2. Digstation (Block letter) – Application # 77/346334
3. Disc Makers, Canada – Application # 1309778
4. Disc Makers, logo, Canada – Application # 1309776
5. Judo (Block letter) – Application # 77/137526
6. Medley (Block letter) – Application # 77/149433
7. Medley (Block letter), Canada – Application # 1362512
8. Forte – Application # 77/319699
9. Forte, Canada – Application # 1393935
10. HostBaby – Application # 77342570
11. MusicBaby – Application # 77342799
12. PromoBaby – Application # 77342633
13. StudioBaby – Application # 77342753
14. CD Baby (China) – International Registration Number - 901110
15. CD Baby (Japan) – International Registration Number – 901110

Trade Names

1. Disc Makers, trade name
2. CD Baby (US) – Registration # 78/777,617
3. CD Baby (Canada)– Registration # TMA 672341
4. CD Baby (European Union) - protection granted 11/16/06
5. CD Baby (Australia) – Registration # 1146915

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

Copyrights

Copyrights

- None

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

Licenses

Licenses

1. Digipak License Agreement, with AGI Incorporated, dated September 22, 1998, renewal addendum dated January 16, 2002
2. DVD Video Disc and DVD Rom Disc patent License Agreement between Koninklijke Philips Electronics N.V. ("Philips"), dated October 1, 2004 and Audio and Visual Labs, Inc.
3. Patent License Agreement for the use of AC-3 Technology in the manufacture of DVD-Video Discs with Philips, dated October 1, 2004
4. MPEG Audio Patent License Agreement with Philips, dated October 1, 2004
5. CD Disc Patent License Agreement with Philips, dated July 1, 2002, as amended by Side Letter, dated October 31, 2002.
6. Database License Agreement, with Derek Sivers, dated August 1, 2008 and as amended.
7. See attached.

Manufacturer	Application	Quantity
Microsoft	Windows Server 2000	18
Microsoft	Windows Server 2003	31
Microsoft	Windows Server 2003 x64	5
Microsoft	Windows Server 2000 CAL	201
Microsoft	Windows Server 2003 CAL	85
Microsoft	Windows 2000 Professional	199
Microsoft	Windows XP Professional	249
Microsoft	Windows XP Media Center	2
Microsoft	Windows Vista Business	3
Microsoft	Windows Vista Ultimate Edition	13
Microsoft	Exchange Svr 2000 Enterprise	1
Microsoft	Exchange Svr 2003 Enterprise	1
Microsoft	Exchange Svr 2007 Standard	2
Microsoft	Exchange 2000 CAL	121
Microsoft	Exchange 2003 CAL	80
Microsoft	Exchange 2007 CAL	300
Microsoft	SQL Svr 2000 Standard	4
Microsoft	SQL Svr 2000 Standard CPU License	8
Microsoft	SQL Svr 2005 Standard CPU License x64	6
Microsoft	Visual Basic Pro 6	3
Microsoft	Visual Studio .Net Enterprise	2
Microsoft	Visual Studio Pro 2008	7
Microsoft	Visio 2000 Standard	13
Microsoft	Visio 2000 Professional	1
Microsoft	Visio 2003 Standard	33
Microsoft	Project 2002 Standard	2
Microsoft	Office 2000 Standard	179
Microsoft	Office 2000 Professional	25
Microsoft	Office 2003 Standard	70
Microsoft	Office 2007 Standard	20
Microsoft	Office 2008 Macintosh	10
Microsoft	Word 2003	10
Microsoft	Outlook 2000	10
Microsoft	Windows 2000 Terminal Server Device CAL	23
Microsoft	Windows 2003 Terminal Server Device CAL	240
Microsoft	Dynamics AX CAL	175
Symantec	Ghost 3.0	30
Symantec	Antivirus v11 Enterprise Edition	250
Symantec	Antivirus v11 Macintosh Edition	10
Symantec	BackupExec 11d Server	3
Symantec	BackupExec 11d Remote Agent	15
Symantec	BackupExec 11d SQL Agent Option	3
Symantec	BackupExec 11d IDR Option	1
Symantec	BackupExec 11d AOFO Option	1
Symantec	BackupExec 11d Exchange Agent Option	1
Apple	Mac OS Tiger	82
Apple	Mac OS Leopard	14
Apple	Mac OS X Server Tiger	13
Apple	Mac OS X Server Leopard	3
Adobe	CS3 Design Standard	60
Adobe	CS3 Web Standard	5
Blackberry	Enterprise Manager 4.1	11
Dane Prairie	Win2PDF Client	85
Dane Prairie	Win2PDF Terminal Server	2
Ipsec	What's Up Gold v11.1	2
Liebert	Multi-link Shutdown CAL	1000
NSI	Double-Take for Exchange Server	2
Quark	Xpress CAL	40

TRADEMARK