

05-09-2003



Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)

REC 102444007
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

ICI Acquisition Corp.

S-7.03

- Individual(s)
- General Partnership
- Corporation-State
- Other _____
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date: 3/5/2003

2. Name and address of receiving party(ies)

Name: Bruce E. Adamson and Arthur Schuurs

Internal Address: c/o Bruce Adamson

Street Address: 18691 Cumnock Pl.

City: Northridge State: CA Zip: 91326

Individual(s) citizenship US

Association

General Partnership

Limited Partnership

Corporation-State

Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) 2,227,529;

2,230,220; 2,419,448

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Olivia Goodkin, Esq.

Internal Address: c/o Rutter Hobbs & Davidoff

Incorporated

Street Address: 1900 Avenue of the Stars,

Suite 2700

City: Los Angeles State: CA Zip: 90067

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41).....\$ 90.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Olivia Goodkin, Esq.

Name of Person Signing

Signature

5/1/2003

Date

Total number of pages including cover sheet, attachments, and document: 5

05/08/2003 ECDOPER 00000120 2227529

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

01 FC:8/21
02 FC:8/22

40.00 OP
50.00 OP

TRADEMARK
REEL: 002728 FRAME: 0824

GRANT OF SECURITY INTEREST**TRADEMARKS**

THIS GRANT OF SECURITY INTEREST, dated as of March 5, 2003, is entered into by Wrenthead, Inc., a Delaware corporation ("Wrenthead"), and ICI Acquisition Corp., a Delaware corporation ("ICI and hereafter jointly and severally the "Debtor"), for the benefit of Bruce E. Adamson, an individual ("Adamson"), and Arthur Schuurs, an individual ("Schuurs" and together with Adamson, the "Second Party").

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

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

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

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

E. The Debtor and Secured Party hereto from time to time have entered into a Security Agreement (Intellectual Property) dated as of March 4, 2003 (the "Security Agreement") in favor of the Secured Party.

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

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Debtor does hereby further grant to the Secured Party a security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.


The Debtor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Collateral granted hereby are more

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

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

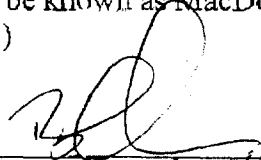
IN WITNESS WHEREOF, the Debtor has caused this Grant of Security Interest to be executed as of the day and year first above written.

Wrenchaid, Inc.

By: 
Name: Bryan Murphy
Title: President

and

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

By: 
Name: Bryan Murphy
Title: President

SCHEDULE 1-A TO GRANT OF SECURITY INTERESTTRADEMARKS

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

SCHEDULE 1-B TO GRANT OF SECURITY INTERESTTRADEMARK APPLICATIONS

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

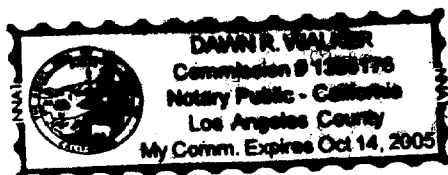
COUNTY OF Los Angeles

)
) ss.
)

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

personally appeared Bryan Murphy
Name of Signer(s)

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



WITNESS my hand and official seal.

Dawn R Walker
Signature of Notary Public

OPTIONAL

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

CAPACITY(IES) CLAIMED BY SIGNER(S)

- Individual
- Corporate Officer

Title(s)

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

DESCRIPTION OF ATTACHED DOCUMENT

Grant of Security Interest
Title or Type of Document

Number of Pages

3/5/03

Date of Document

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

Signer(s) Other Than Named Above