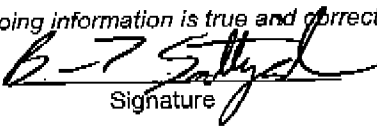


<div>Form PTO-1595 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005)</div>		<div>RECORDATION FORM COVER SHEET</div>		<div>U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office</div>	
<div>PATENTS ONLY</div>					
<div>Tab settings ⇌ ⇌ ⇌ ▼ ▼ ▼ ▼ ▼ ▼ ▼</div>					
<div>To the Honorable Commissioner of Patents and Trademarks: Please Record the attached original documents or copy thereof.</div>					
<div>1. Name of conveying party(ies): Guesol, Inc. (f/k/a Unipower Solutions, Inc.) Additional name of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</div>			<div>2. Name and address of receiving party(ies) Name: Ahold U.S.A., Inc. Internal Address: _____ Street Address: 14101 Newbrook Drive Corporate Point 2 City: Chantilly State: VA Zip: 20151 Additional Name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</div>		
<div>3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ Execution Date: December 2, 2002</div>					
<div>4. Application number(s) or patent number(s): If this document is being filed together with a new application, the execution date of the application is: _____ A. Patent Application No.(s) 09/828,444 filed 04/06/2001 10/002,471 filed 10/26/2001 B. Patent No.(s) Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</div>					
<div>5. Name and address of party to whom correspondence concerning this document should be mailed: Name: Brian T. Sattizahn Internal Address: McNees Wallace & Nurick LLC Street Address: 100 Pine Street P.O. Box 1166 City: Harrisburg State: PA Zip: 17108-1166</div>			<div>6. Total number of applications and patents involved: 2 7. Total fee (37 CFR 3.41) \$ 80 <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: 50-1059 (Attach duplicate copy of this page if paying by deposit account)</div>		
<div>DO NOT USE THIS SPACE</div>					
<div>9. Statement and signature. To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Brian T. Sattizahn Name of Person Signing  Signature August 1, 2003 Date Total number of pages including cover sheet, attachments, and documents: 1</div>					

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

OPR/ASSIGNMENTS 7/30/03 4:36 PAGE 3/14 RightFAX
07/29/2003 12:42 FAX 7172375300 McNees Wallace & Nurick

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07/29/2003

Form PTO-1595 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005)		RECORDATION COVER SHEET PATENTS ONLY		U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office	
Tab settings → → →					
To the Honorable Commissioner of Patents and Trademarks: Please Record the attached original documents or copy thereof.					
1. Name of conveying party(ies): Unipower Solutions, Inc. (Name Change to Cuesol, Inc.) Additional name of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		2. Name and address of receiving party(ies) Name: Ahold U.S.A., Inc. Internal Address: Street Address: 14101 Newbrook Drive Corporate Point 2 City: Chantilly State: VA Zip: 20151 Additional Name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other Name Change Letter Execution Date: December 2, 2002 and February 13, 2003					
4. Application number(s) or patent number(s): If this document is being filed together with a new application, the execution date of the application is: _____ A. Patent Application No.(s) 09/828,444 filed 04/08/2001 10/002,471 filed 10/25/2001 B. Patent No.(s) Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
5. Name and address of party to whom correspondence concerning this document should be mailed: Name: Brian T. Saltzahn Internal Address: McNees Wallace & Nurick LLC Street Address: 100 Pine Street P.O. Box 1166 City: Harrisburg State: PA Zip: 17108-1166		6. Total number of applications and patents involved: 2 7. Total fee (\$7 CFR 2.41)\$ 80 <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account: 8. Deposit account number: 60-1050 (Attach duplicate copy of this page if paying by deposit account)			
DO NOT USE THIS SPACE					
9. Statement and signature. To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Brian T. Saltzahn Name of Person Signing Signature July 29, 2003 Date Total number of pages including cover sheet, attachments, and documents: 2					

Mail documents to be recorded with required cover sheet information to:
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Washington, D.C. 20231

PATENT COLLATERAL SECURITY AGREEMENT

THIS PATENT COLLATERAL SECURITY AGREEMENT (this "Agreement") is made as of the 2nd day of December, 2002 between **UNIPOWER SOLUTIONS, INC.**, a Delaware business corporation, with offices at 1212 Hancock Street, Quincy, Massachusetts 02169 ("Owner") and **AHOLD U.S.A., INC.**, a Delaware business corporation with offices at 14101 Newbrook Drive, Corporate Point 2, Chantilly, Virginia 20151 ("Lender").

WHEREAS, Owner has executed and delivered to Lender a Note dated June 28, 2002 (the "Note") and Lender has purchased a Senior Secured Convertible Debenture of Owner dated on or about the date hereof (the "Debenture"). To secure the complete and timely satisfaction of all existing and future indebtedness obligations of the Owner to Lender, under the Note and Debenture, and under a Purchase Agreement (collectively, the "Transaction Documents") dated November 22, 2002 between Owner and Lender pertaining to the Debenture (collectively the "Liabilities"), Owner has agreed to grant to Lender certain security interests.

NOW, THEREFORE, in consideration of the premises, Owner hereby agrees with Lender as follows:

1. To secure the complete and timely satisfaction and performance of the Liabilities, Owner hereby grants to Lender a security interest in and to all of Owner's right, title and interest in and to all the following, whether now existing or hereafter arising: patent applications and patents, including without limitation those patent applications listed in Schedule A hereto, including without limitation all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits) and all rights and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof and any future reissue, division, continuation, renewal, extension, or continuation-in-part of any patent or any improvement on any patent (collectively called the "Patents").
2. Owner covenants and warrants that:
 - (a) To Owner's knowledge, the Patents are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;
 - (b) To Owner's knowledge, each of the issued Patents is valid and enforceable;
 - (c) Owner is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents, free and clear of any liens, charges and encumbrances, including without limitation pledges, assignments, licenses, registered user agreements and covenants by Owner not to sue third persons, except any of such rights or interests as may exist in favor of Lender or one or more affiliates of Lender, except as arise in the ordinary course of Owner's business and except Permitted Liens;
 - (d) Owner has the power to enter into this Agreement and perform its terms and has entered and will enter into written agreements with each of its present and future employees, agents and consultants which will enable it to comply with the covenants herein contained.
3. Owner agrees that, until all of the Liabilities shall have been satisfied in full, it will not enter into any license or any other agreement which would cause a default under this Agreement, without Lender's prior written consent, which consent shall not be unreasonably conditioned, withheld or delayed;

provided that nothing in this Agreement shall prohibit licenses of the patents in the ordinary course of business.

4. If, before the Liabilities shall have been satisfied in full, Owner shall obtain rights to any new patentable inventions, or become entitled to the benefit of any patent application 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 paragraph 1 shall automatically apply thereto and Owner shall give to Lender prompt notice thereof in writing.

5. Owner shall deliver to Lender within thirty (30) days of the last day of each fiscal quarter, a report signed by Owner, in form reasonably acceptable to Lender, listing any applications or registrations that Owner has made or filed in respect of any patents and the status of any outstanding applications or registrations. Owner shall promptly advise Lender of any material change in the composition of the Patents, including but not limited to any subsequent ownership right of the Owner in or to any Patent not specified in this Agreement.

6. Owner agrees to pay all maintenance fees for all Patents listed in Schedule A in a timely manner.

7. If any default shall have occurred and be continuing for 30 days after notice to Owner by Lender hereunder or an Event of Default under the Transaction Documents, the Lender shall have, in addition to all other rights and remedies given it by this Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as entered in any jurisdiction in which the Patents may be located.

8. Owner hereby irrevocably appoints Lender as Owner's attorney-in-fact, with full authority in the place and stead of Owner and in the name of Owner, from time to time in Lender's reasonable discretion, (i) to modify, in its sole discretion, this Agreement without first obtaining Owner's approval of or signature to such modification by amending Schedule A hereof, as appropriate, to include reference to any right, title or interest in any Patents acquired by Owner after the execution hereof or to delete any reference to any right, title or interest in any Patents in which Owner no longer has or claims any right, title or interest, (ii) to file, in its sole discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Patents without the signature of Owner where permitted by law, and (iii) after the occurrence of an Event of Default, to transfer the Patents into the name of Lender or a third party to the extent permitted under the Uniform Commercial Code effective in the applicable jurisdiction.

9. Any and all fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses, incurred by Lender in connection with the enforcement of any of the provisions of this Agreement and all other documents relating hereto and the Liabilities, including the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Patents, or in defending or prosecuting any actions or proceedings arising out of or related to the Patents, shall be borne and paid by Owner upon 30 days' notice by Lender to Owner and until so paid shall be added to the principal amount of the Liabilities and shall bear interest at the highest rate prescribed in the Note.

10. Owner shall have the duty to prosecute diligently any patent applications of the Patents pending as of the date of this Agreement or thereafter until the Liabilities shall have been paid in full, to

make federal application on unpatented but patentable inventions and to preserve and maintain all rights in patent applications and patents of the Patents, including without limitation the payment of all maintenance fees. Any expenses incurred in connection with the Patents shall be borne by Owner. The Owner shall not abandon any right to file a patent application, or any pending patent application or patent, without the consent of the Lender, which consent shall not be unreasonably withheld, conditioned or delayed.

11. If Owner fails to comply with any of its obligations hereunder, Lender may do so in Owner's name or in Lender's name, but at Owner's expense, and Owner hereby agrees to reimburse Lender in full for all reasonable expenses, including reasonable attorney's fees incurred by Lender in protecting, defending and maintaining the Patents.

12. No course of dealing between Owner and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under the Note 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.

13. All of Lender's rights and remedies with respect to the Patents, whether established hereby or by any of the Transaction Documents, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently.

14. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid or 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 Agreement in any jurisdiction.

15. This Agreement is subject to modification only by a writing signed by the parties, except as provided in paragraph 8.

16. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

17. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the laws of the Commonwealth of Massachusetts. For purposes of any action or proceeding involving this Agreement, each party hereby expressly submits to the non-exclusive jurisdiction of all federal and state courts located in the Commonwealth of Massachusetts and consents that any order, process, notice of motion or other application to or by any of said courts or a judge thereof may be served within or without such court's jurisdiction by registered mail or by personal service, provided a reasonable time for appearance is allowed (but not less than the time otherwise afforded by any law or rule), and waives any right to contest the appropriateness of any action brought in any such court based upon lack of personal jurisdiction, improper venue or forum non conveniens. **OWNER AND LENDER EACH HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY OF ANY DISPUTE ARISING UNDER OR RELATING TO THIS AGREEMENT AND AGREES THAT ANY SUCH DISPUTE SHALL BE TRIED BEFORE A JUDGE SITTING WITHOUT A JURY.**

WITNESS the execution hereof, under seal, as of the day and year first above written.

ATTEST:

OWNER:

UNIPOWER SOLUTIONS, INC.

By: J. Mark (SEAL)

Name:

Title:

President

LENDER:

AHOLD U.S.A., INC.

OK - 10e

Anita R. Brantley

By: Brian W. Hotarek (SEAL)

Name:

Title:

BRIAN W. HOTAREK
CFO AND EVP

TW

EXHIBIT A

Unipower U.S. Patent Applications:

<u>Application No.</u>	<u>Filing Date</u>	<u>Publication No.</u>
09/828,444	April 6, 2001	US 2002/0147642 A1
10/002,471	October 26, 2001	US 2002/0155878 A1

February 13, 2003

AHOLD U.S.A., INC.
14101 Newbrook Drive
Corporate Point 2
Chantilly, VA 20151

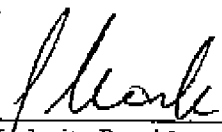
Re: Unipower Solutions, Inc. - change of name to Cuesol, Inc.

Gentlemen:

Unipower Solutions, Inc. (the "Company") changed its name to Cuesol, Inc. on December 13, 2002. The Company wishes to replace all references to Unipower Solutions, Inc. with Cuesol, Inc. in the transaction documents evidencing Ahold U.S.A., Inc.'s ("Ahold") investment in and joint venture with the Company related to the cart companion software including, but not limited to, the Purchase Agreement dated as of November 22, 2002 by and among the Company, Ahold and Jacob Mark (the "Purchase Agreement") and all agreements related to or entered into in connection with the Purchase Agreement (the "Ancillary Agreements").

By signing the enclosed copy of this letter and returning it to the undersigned, Ahold agrees with the Company that effective December 13, 2002, all references in the Purchase Agreement and the Ancillary Agreements to "Unipower Solutions, Inc." shall thereafter be deemed to provide "Cuesol, Inc." and that at Ahold's request at any time, the Company shall (i) issue replacement stock certificates, debentures and similar instruments reflecting its then current name, (ii) execute and deliver new financing statements, amended financing statements, and other forms for public filing reflecting its then current name, and (iii) otherwise reasonably cooperate with Ahold to ensure that no change in the Company's name shall prejudice Ahold's legal rights.

Cuesol, Inc.

By: 
Jacob Mark, its President
duly authorized

ACKNOWLEDGED AND AGREED

~~WKS~~ Ahold U.S.A., Inc.
By: _____
Its _____
Print _____