

07-29-1999

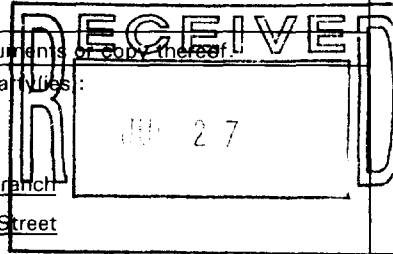


Form PTO-1594
1-31-92

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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



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

<p>1. Name of conveying party(ies): InaCom Corp.</p> <p><input type="checkbox"/> Individuals <input type="checkbox"/> Association <input type="checkbox"/> General Partnership - <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State: Delaware <input type="checkbox"/> Other _____</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies):</p> <p>Name: <u>Deutsche Bank AG</u> Internal Address: <u>New York Branch</u> Street Address: <u>31 West 52nd Street</u> City: <u>New York</u> State: <u>New York</u> ZIP: <u>10019</u></p> <p><input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input type="checkbox"/> Corporation- _____ <input checked="" type="checkbox"/> Other <u>Collateral Agent</u></p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from Assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of conveyance:</p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Interest <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p> <p>Execution Date: <u>April 9, 1999</u></p>	
<p>4. Application number(s) or registration number(s):</p> <p>A. Trademark Application No.(s) 75/430,507</p> <p>Additional numbers attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>Trademark Registration No.(s) 2,019,437</p>
<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>Brian Jaenicke, Legal Assistant</u> Internal Address: <u>White & Case LLP</u> <u>1-719-2793</u></p> <p>Street Address: <u>1155 Avenue of the Americas</u> City: <u>New York</u> State: <u>NY</u> ZIP: <u>10036</u></p>	<p>6. Total number of applications and registration involved 18</p> <p>7. Total fee (37 CFR 3.41): \$ <u>515.00</u> <input checked="" type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account, in case of deficiency</p> <p>8. Deposit account number: <u>(23-1705 in case of deficiency)</u> (Attach duplicate copy of this page if paying by deposit account)</p>

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02 FC:482 475.00 DP

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. Jaenicke Name of Person Signing Signature 7/27/99 Date

Total number of pages comprising cover sheet: 1

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

**Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231**

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

SCHEDULE A

<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
INACALL	2,019,437	11/26/96
INACOM	1,795,496	09/28/93
INACOM	2,135,179	02/10/98
INACOM	1,795,647	09/28/93
INACOM (Stylized)	2,164,973	06/16/98
INACOM ASSET ROLLCALL	2,138,297	02/24/98
INACOM HELPCENTRAL	2,247,091	05/25/99
INACOM PERFORMANCE BASELINE	2,217,609	01/12/99
TECHTRADE	1,674,477	02/04/92
VALCOM	1,311,389	12/25/84
3 Commas Design	1,316,040	01/22/85
3 Commas Design	1,292,729	09/04/84
3 Commas Design	1,336,116	05/14/85
INACOMP	1,246,034	07/19/83
INACOMP	1,329,276	04/09/85
INACOMP	1,327,356	03/26/85
SIMTEC	1,327,515	03/26/95

<u>MARK</u>	<u>APPLICATION NO.</u>	<u>APPLICATION DATE</u>
INACOMMERCE	75/430,507	02/09/98

GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, InaCom Corp., a Delaware corporation ("the Grantor") with principal offices at 10810 Farnam Drive, Omaha, NE 68154, hereby grants to Deutsche Bank AG, New York Branch, as Collateral Agent, with principal offices 31 West 52nd Street, New York, New York 10019 (the "Grantee"), a security interest in (i) all of the Grantor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, together with (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

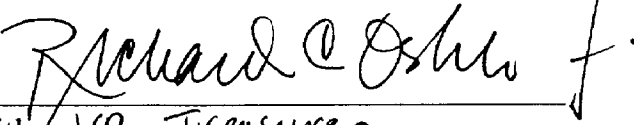
THIS AGREEMENT is made to secure the satisfactory performance and payment of all the Obligations of the Grantor, as such term is defined in the Security Agreement among Grantor, the other assignors from time to time party thereto and the Grantee, dated as of April 9, 1999 (as amended from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Grantee shall, upon such satisfaction, execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Marks acquired under this Agreement.

This Agreement has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those

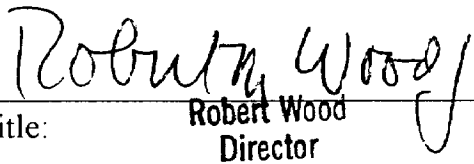
set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

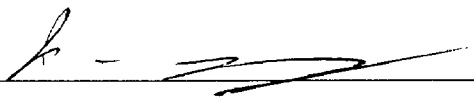
IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the 9th day of April, 1999.

INACOM CORP.,
as Grantor

By 
Title: VP + Treasurer

DEUTSCHE BANK AG, NEW YORK BRANCH,
as Collateral Agent and Grantee

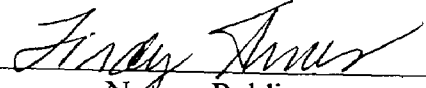
By 
Title: Robert Wood
Director

By 
Title:

IRA LUBINSKY
VICE PRESIDENT

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 9 day of April, 1999, before me personally came Richard Oshlo who, being by me duly sworn, did state as follows: that he is Treasurer of InaCom Corp., that he is authorized to execute the foregoing Agreement on behalf of said corporation and that he did so by authority of the Board of Directors of said corporation.




Notary Public

LINDY AMOS
Notary Public, State of New York
No. 01AM6002452
Qualified in Kings County
Certificate Filed in New York County
Commission Expires Feb. 9, 2000

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 9 day of April, 99, before me personally came
Robert Wood who, being by me duly sworn, did state as follows: that he is
Director of Deutsche Bank AG, New York Branch, that he is authorized to execute
the foregoing Agreement on behalf of said corporation and that he did so by authority of the
Board of Directors of said corporation.

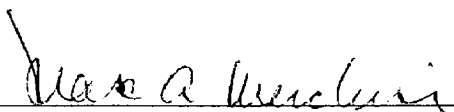


Notary Public

LINDY AMOS
Notary Public, State of New York
No. 01AM0002452
Qualified in Kings County
Certificate Filed in New York County
Commission Expires Feb. 9, 2000

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 12 day of April, 1999, before me personally came
IRA CUBINSKY who, being by me duly sworn, did state as follows: that he is
VICE PRESIDENT of Deutsche Bank AG, New York Branch, that he is authorized to execute
the foregoing Agreement on behalf of said corporation and that he did so by authority of the
Board of Directors of said corporation.



Notary Public

MARC A. MENCHISE
Notary Public, State of New York
No. 01ME6007174
Qualified in Bronx County
Certificate filed in New York County
Commission Expires May 10, 2000