

09-13-2001



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Form PTO-1594

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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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

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

1. Name of conveying party(ies):

MoreDirect, Inc., f/k/a MoreDirect.Com, Inc.

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

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

3. Nature of conveyance:

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

Execution Date: August 30, 2001

2. Name and address of receiving party(ies)

Name: SunTrust Bank

Internal

Address: _____

Street Address: 303 Peachtree Street

City: Atlanta State: GA Zip: 30308

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

76/006348

B. Trademark Registration No.(s)

Additional number(s) attached Yes No

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

Name: Diane S. White

Internal Address: King & Spalding

Street Address: 191 Peachtree Street

City: Atlanta State: GA Zip: 30303

6. Total number of applications and registrations involved: _____

1

7. Total fee (37 CFR 3.41).....\$ 160.00

- Enclosed (\$120.00 expedited service)
- Authorized to be charged to deposit account

8. Deposit account number: _____

(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.

Diane S. White

Name of Person Signing

Signature

9/10/01

Date

Total number of pages including cover sheet, attachments, and document: 1

ASSIGNMENT DIVISION
2001 SEP 12 PM 12:41
INFO: 11/20

09/12/2001 GTON11 00000152 76006348

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

01 FC:481
02 FC:484

40.00 OP
120.00 OP

TRADEMARK
REEL: 002326 FRAME: 0450

**COLLATERAL ASSIGNMENT AND
TRADEMARK SECURITY AGREEMENT**

THIS COLLATERAL ASSIGNMENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), made as of the 30 day of August, 2001, by MOREDIRECT, INC., f/k/a/ MOREDIRECT.COM, INC., a Florida corporation ("Grantor"), in favor of SUNTRUST BANK, a Georgia banking corporation ("Grantee");

WITNESSETH THAT:

WHEREAS, Grantor owns and uses certain trademarks which are registered in the United States Patent and Trademark Office, all as more fully described on Exhibit "A" attached hereto and by reference made part hereof (hereinafter, together with all rights, benefits and privileges derived therefrom, the goodwill of the business symbolized thereby, all registrations thereof, all reissues, divisions, continuations, renewals and extensions thereof, and all proceeds of the foregoing, called the "Trademark Rights"); and

WHEREAS, Grantee has made a certain loan facility available to Grantor, pursuant to that certain Loan and Security Agreement, dated as of March 27, 2000, between Grantor and Grantee (hereinafter, as amended or modified to date and as further amended or modified from time to time, called the "Loan Agreement"; capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in the Loan Agreement); and

WHEREAS, as a condition precedent to the continued extension of financial accommodations to Grantor pursuant to the Loan Agreement, Grantee has required that Grantor grant to Grantee a security interest in and collateral assignment of the Trademark Rights;

NOW, THEREFORE, in order to induce Grantee to continue to provide financial accommodations to Grantor pursuant to the Loan Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants to Grantee a security interest in, and makes a collateral assignment to Grantee of, the entire right, title, and interest of Grantor in and to the Trademark Rights. The Trademark Rights shall serve as collateral security to Grantee for the payment of all Obligations of Grantor to Grantee, shall constitute a part of the Collateral and shall be subject to all of the terms and conditions of the Loan Agreement.

Notwithstanding the foregoing, unless and until Grantee exercises the rights and remedies accorded to it under the Loan Agreement, and by law with respect to the realization upon its security interest in and collateral assignment of the Trademark Rights, Grantor shall own, and may use and enjoy, the Trademark Rights in connection with its business operations, but only in a manner consistent with the preservation of their current substance, validity, registration and the security interest herein granted.

Grantor further agrees (a) that Grantee shall not have any obligation or responsibility to protect or defend the Trademark Rights and Grantor shall at its own expense protect, defend and maintain the same to the extent reasonably advisable for its business, (b) that it shall advise Grantee in writing of infringements of the Trademark Rights within ten (10) Business Days after detection and (c) that if Grantor fails to comply with the requirements of the preceding clause (a), Grantee may do so in Grantor's name or in Grantee's name but at Grantor's expense, and Grantor hereby agrees to reimburse Grantee for all reasonable expenses, including reasonable attorneys' fees, incurred by Grantee in protecting, defending and maintaining the Trademark Rights owned by Grantor.

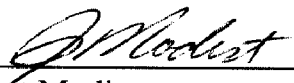
The security interest in and collateral assignment of the Trademark Rights granted hereunder shall remain in full force and effect until the termination of the Loan Agreement and the payment and satisfaction in full of the Obligations. At such time Grantee shall, if requested by Grantor, execute and deliver to Grantor, or to a third party upon Grantor's instructions, for filing with the United States Patent and Trademark Office and in each office in which any financing statement relative to the security interest granted hereby may have been filed, (i) documentation in accordance with the rules and regulations of said office, (ii) termination statements under the Uniform Commercial Code and (iii) any other documentation reasonably requested by Grantor, all as may be necessary to release Grantee's interest in the Trademark Rights, all at the cost and expense of Grantor.

This Agreement shall inure to the benefit of Grantee and its successors and assigns and bind Grantor and its successors and assigns.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed by its manager thereunto duly authorized, under seal as of the date first above written.


MOREDIRECT, INC.,
f/k/a/ MOREDIRECT.COM, INC.

By: 
Scott Modist
Vice President and Chief Financial Officer

[CORPORATE SEAL]

Accepted and agreed to:

SUNTRUST BANK

By: 
Name: William D. Drakler
Title: Vice President

On this ____ day of August 2001, before me appeared Scott Modist, the person who signed the within and foregoing Collateral Assignment and Trademark Security Agreement in his capacity as Vice President of MOREDIRECT, INC., a Florida corporation, who acknowledged that he signed same as a free act for and on behalf of the identified corporation with authority to do so.

Andrea Francis

Notary Public

Commission Expiration Date: 9/12/03

[NOTARIAL SEAL]



Andrea L. Francis
Commission # 00 870273
Expires Sep. 12, 2003
Bonded Thru
Atlantic Bonding Co., Inc.