

STATE OF CALIFORNIA
 UNIFORM COMMERCIAL CODE — FINANCING STATEMENT — FORM UCC-1 (REV. 1/90)
 IMPORTANT — Read instructions on back before filling out form

STOCK # 82901
 (Pike class 13C)

WOLCOTTS FORM UCC-1CA



This FINANCING STATEMENT is presented for filing and will remain effective, with certain exceptions, for five years from the date of filing, pursuant to Section 9403 of the California Uniform Commercial Code.

1. DEBTOR (LAST NAME FIRST—IF AN INDIVIDUAL) COMPUTER BASE		1A. SOCIAL SECURITY OR FEDERAL TAX NO. 88-0210419	
1B. MAILING ADDRESS ROUND HILL SHOPPING CENTER SUITE 50		1C. CITY, STATE ZEPHYR COVE, NV.	1D. ZIP CODE 89448
2. ADDITIONAL DEBTOR (IF ANY) (LAST NAME FIRST—IF AN INDIVIDUAL)		2A. SOCIAL SECURITY OR FEDERAL TAX NO.	
2B. MAILING ADDRESS		2C. CITY, STATE	2D. ZIP CODE
3. DEBTOR'S TRADE NAMES OR STYLES (IF ANY) SAME AS ABOVE		3A. FEDERAL TAX NUMBER	
4. SECURED PARTY NAME COMPUTREND SYSTEMS, INC. MAILING ADDRESS 1306-08 JOHN REED COURT CITY CITY OF INDUSTRY STATE CA ZIP CODE 91745		4A. SOCIAL SECURITY NO., FEDERAL TAX NO. OR BANK TRANSIT AND A B A. NO. 33-0357649	
5. ASSIGNEE OF SECURED PARTY (IF ANY) NAME MAILING ADDRESS CITY STATE ZIP CODE		5A. SOCIAL SECURITY NO., FEDERAL TAX NO. OR BANK TRANSIT AND A B A. NO.	

6. This FINANCING STATEMENT covers the following types or items of property (include description of real property on which located and owner of record when required by instruction 4).
 (1) ACCOUNTS RECEIVABLES
 (2) INVENTORY (SEE ATTACHED)

7. CHECK IF APPLICABLE <input checked="" type="checkbox"/>	7A. <input type="checkbox"/> PRODUCTS OF COLLATERAL ARE ALSO COVERED	7B. DEBTOR(S) SIGNATURE NOT REQUIRED IN ACCORDANCE WITH INSTRUCTION 8 (e) ITEM: <input type="checkbox"/> (1) <input type="checkbox"/> (2) <input type="checkbox"/> (3) <input type="checkbox"/> (4)			
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8. CHECK IF APPLICABLE <input checked="" type="checkbox"/>	<input type="checkbox"/> DEBTOR IS A "TRANSMITTING UTILITY" IN ACCORDANCE WITH UCC § 9105 (1) (A)
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9. SIGNATURE(S) OF DEBTOR(S)  PRESIDENT DATE: <u>1/29/93</u>	C O D E 1 2 3 4 5 6 7 8 9 0	10. THIS SPACE FOR USE OF FILING OFFICER (DATE, TIME, FILE NUMBER AND FILING OFFICER) 07545
TYPE OR PRINT NAME(S) OF DEBTOR(S) JIM KERVER PRESIDENT DATE: <u>1/29/93</u>		
SIGNATURE(S) OF SECURED PARTY(IES)  PRESIDENT/TOM TSAO DATE: <u>1/29/93</u>		

11. Return copy to:

NAME ADDRESS CITY STATE ZIP CODE
 COMPUTREND SYSTEMS, INC.
 1306-08 JOHN REED COURT
 CITY OF INDUSTRY, CA. 91745

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SECURITY AGREEMENT AND MASTER SALES AGREEMENT

1. Buyer agrees that Computrend Systems Inc. (Seller) will maintain a security interest in all goods sold and delivered. Buyer will advise Seller on demand as to the location of all goods in his possession. Buyer will execute on demand a UCC-1 or similar financing statement to perfect Seller's rights in the goods. If Buyer fails to execute such a document, Seller may do so and sign Buyer's name. Buyer irrevocably appoints Seller as his attorney in fact to place said signature on the document and record it with the appropriate authorities.

2. If Buyer fails to pay as agreed, or otherwise defaults, Seller may repossess the goods, and may enter onto private property to do so, and may enter any structure to do so. Buyer is obligated to assemble the goods if the goods are repossessed. Seller may exercise all rights of the California Commercial Code or the similar statutes in any state where the goods are taken. Upon repossession, the Seller may sell without notice and at private sale, to the greatest extent allowed by law, and may sell at any commercially reasonable manner.

3. Seller has all rights under law. All rights are cumulative. If Seller has to go to court to enforce this Agreement, the prevailing party shall recover reasonable attorney's fees. Suit can only be brought in the appropriate court in Los Angeles County, California. This Agreement is governed by California law.

4. Buyer will not assign or pledge the goods until payment is made in full. Any such assignment or pledge shall be void.

5. The terms and conditions of this Agreement apply to all sales made between the parties. The price, terms of payment, delivery information, and all matters including warranty information placed on the front or reverse of the invoice delivered by Seller in connection with the sale shall be the terms of sale. If no payment terms are specified, then the terms of payment are C.O.D. Time is of the essence. The terms of Seller's invoice and this Agreement shall take precedence over anything in Buyer's Purchase Order.

I/We agree to the above and state that all information in the credit application is true, and you have the right to check all credit sources, and the credit of any guarantors. If any information is false, then Seller can declare all sums due and owing and exercise any rights to security.

11-11-92
DATE

Computer Base
COMPANY

Kristin Keever Purchasing
SIGNATURE AND TITLE

Personal Guarantee: For valuable consideration, I personally guarantee the payment of all Computrend Systems Inc. invoices and full performance by my company. Computrend Systems Inc. can compromise or settle with my company and still require me to pay. I waive all defences of surety law and agree to be primarily liable for all payments, including reasonable attorney's fees. I waive notice of dishonor, presentment and protest. This is a continuing guarantee which can only be terminated by written notice, and then only as to sales occurring after delivery of such notice.

Kristin Keever
PRINT NAME

Kristin Keever
SIGNATURE

302000

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COMPUTREND SYSTEMS INC.

PREMIO POWER BASICS SYSTEMS ***

PLLBS-450 LOCAL BUS 486DX-50/4M/256K/83/MED TWR
PLLBS-433K LOCAL BUS 486DX-33/4M/256K/83/MED TWR
PLTX2-466 486DX2-66/4M/256K CACHE/MED TWR
PLTX-450 486DX-50/4M/256K CACHE/MED TWR
PLTX-433K 486DX-33/4M/256K CACHE/MED TWR
PLTX-433 486DX-33/4M/64K CACHE/MED TWR
PFLBS-450 LOCAL BUS 486DX-50/4M/256K/83/SM FP
PFLBS-433K LOCAL BUS 486DX-33/4M/256K/83/SM FP
PFDX2-466 486DX2-66/4M/256K CACHE/SM FP
PFDX-450 486DX-50/4M/256K CACHE/SM FP
PFDX2-450 486DX2-50/4M/256K CACHE/SM FP
PFDX-433K 486DX-33/4M/256K CACHE/SM FP
PFDX-433 486DX-33/4M/64K CACHE/SM FP
PFSX-425 486SX-25/4M, NO CACHE/SM FP
PFDX-340 386DX-40/4M/128K CACHE/SM FP
PFDX-333 386DX-33/4M/128K CACHE/SM FP
PFSX-325 386SX-25/2M/8M FP
PMDX2-466 486DX2-66/4M/256K CACHE/MINI TWR
PMDX-450 486DX-50/4M/256K CACHE/MINI TWR
PMDX2-450 486DX2-50/4M/256K CACHE/MINI TWR
PMDX-433K 486DX-33/4M/256K CACHE/MINI TWR
PMDX-433 486DX-33/4M/64K CACHE/MINI TWR
PMSX-425 486SX-25/4M, NO CACHE/MINI TWR
PMDX-340 386DX-40/4M/128K CACHE/MINI TWR
PMDX-333 386DX-33/4M/128K CACHE/MINI TWR
PMSX-325 386SX-25/2M/MINI TWR

***** NOTEBOOKS AND ACCESSORIES *****

235A 386SX-25/4M W/60MB HDD
235B 386SX-25/4M W/80MB HDD
237B 386SL-25/2M W/80MB HDD
237C 386SL-25/2M W/120MB HDD
645A FAX MODEM CARD - 8L
645B FAX MODEM CARD - 8X
MS WINDOWS 3.1
890A CARRYING BAG
ADDITIONAL BATTERIES - 8X
BATTERY CHARGER - 8X
AC ADAPTER - 8X
CAR ADAPTER - 8X/8L
790A 2M EXP MEMORY CARD - 8L
790B 2M EXP MEMORY CARD - 8X
790C 4M EXP MEMORY CARD - 8L
ADD'L BATTERY PACK - 8L

***** PREMIO BAREBONES SYSTEMS *****

LTX2-466 486DX-66, 256K CACHE/MED TWR
LTX-450 486DX-50, 256K CACHE/MED TWR
LTX-433K 486DX-33, 256K CACHE/MED TWR
LTX-433 486DX-33, 64K CACHE/MED TWR
FDX2-466 486DX2-66, 256K CACHE/SM FP
FDX-450 486DX-50, 256K CACHE/SM FP
FDX2-450 486DX2-50, 256K CACHE/SM FP
FDX-433K 486DX-33, 256K CACHE/SM FP
FDX-433 486DX-33, 64K CACHE/SM FP
FSX-425 486SX-25, NO CACHE/SM FP
FDX-340 386DX-40, 128K CACHE/SM FP
FDX-333 386DX-33, 128K CACHE/SM FP
FSX-325 386SX-25, NO CACHE/SM FP
MDX2-466 486DX2-66, 256K CACHE/MINI TWR
MDX-450 486DX-50, 256K CACHE/MINI TWR
MDX2-450 486DX2-50, 256K CACHE/MINI TWR
MDX-433K 486DX-33, 256K CACHE/MINI TWR
MDX-433 486DX-33, 64K CACHE/MINI TWR
MSX-425 486SX-25, NO CACHE/MINI TWR
MDX-340 386DX-40, 128K CACHE/MINI TWR
MDX-333 386DX-33, 128K CACHE/MINI TWR
MSX-325 386SX-25, NO CACHE/MINI TWR

***** PREMIO MOTHERBOARDS *****

220A 386SX-25MHz, W/CPU
225A 386SX-33MHz/16KCA, W/CPU
225DFB LOCAL BUS 486DX-33/256K/83VGA
225ELS LOCAL BUS 486DX-50/256K/83VGA
226DF EISA 486DX-33/256K, W/CPU
226DFS EISA & LOCAL BUS 486DX-33/256K/83VGA
226EL EISA 486DX-50/256K, W/CPU
226ELB EISA & LOCAL BUS 486DX-50/256K/83VGA
229D 386DX-33/128KCA, W/O CPU
229DD 386DX-33/128KCA, W/CPU
229C 386DX-40/128KCA, W/O CPU
229CB 386DX-40/128KCA, W/CPU
229BH 486SX-25MHz, W/CPU
229B 486DX-33/64KCA, W/O CPU
229BF 486DX-33/64KCA, W/CPU
229F 486DX-33/256KCA, W/O CPU
229FF 486DX-33/256KCA, W/CPU
229HK 486DX2-50/256KCA M/B, W/CPU
229E 486DX-50/256KCA, W/O CPU
229EL 486DX-50/256KCA, W/CPU
229HM 486DX2-66/256KCA, W/CPU
229DD-1 486 UPGRADE KIT FOR 386

***** PREMIO ADD-ON CARDS *****

241C PREMIO 4 DRIVES SUPER FDC/CABLE
242A PREMIO PRINTER CARD
251B PREMIO MONOCHROME GRAPHIC CARD
264A PREMIO AT I/O CARD W/2B/PP/GAME

302000

*** PREMIO ADD-ON CARDS (CONT.) ***

264C PREMIO AT 1/0 W/IDE (28/P/O)
 274J PREMIO 1024 x 768 VGA CARD (256K)
 274K PREMIO 1024 x 768 VGA W/1MB (OAK)
 274M PREMIO TD-8900C 1024x768 W/1M
 274S PREMIO 83 LOCAL BUS VGA W/1M
 275P WINDOWS ACCELERATOR WD-90C31 W/1M
 275Q DIAMOND STEALTH VGA

*** PREMIO MONITORS ***

543Q PREMIO 1024 x 768 SUPER VGA(.28)
 544A PREMIO 17" NI MONITOR (1280x1024)
 546A PREMIO NI 1024 x 768 SUPER VGA (.28)
 546C PREMIO NI VGA MONITOR HI-RES

*** KEYBOARDS ***

101M MITSUMI 101 KEY ENHANCED KYBD
 103A LITE-ON 101 KEYBOARD W/CLICK
 103F FOCUS FK-2001 W/CLICK & DUST COVER
 106P FOCUS FK-9000 PROGRAMMABLE KYBD

*** FLOPPY DISK DRIVES ***

311A MITSUMI BEIGE 1.2M FLOPPY DRIVE
 312A MITSUMI 1.2M WHITE FLOPPY DRIVE
 314B MITSUMI 3.5" 1.44M FDD W/O KIT
 314C MITSUMI 3.5" 1.44M WHITE FDD W/O KIT
 399B 5.25" MOUNTING KIT (OEM)
 315A TEAC 1.2MB FLOPPY DISK DRIVE
 315B TEAC 3.5" 1.44MB FLOPPY DRIVE

*** HARD DRIVES ***

IDE 40MB, 28m's
 IDE 85MB, 18m's
 IDE 125MB, 15m's
 IDE 200MB, 15m's
 IDE 340MB, 15m's
 IDE 535MB, 12m's

423G SCSI, 200MB
 423H SCSI, 340MB
 SCSI, 540MB
 SCSI, 1.2GB

287A ULTRASTOR "14P" SCSI CTRL
 287AK ULTRA SCSI CABLE/DRIVER KIT
 428A MITSUMI INTERNAL CD ROM
 428B MITSUMI INT CD ROM W/5-SOFTWARE
 428C MITSUMI EXTERNAL CD ROM

*** MONITORS ***

511A SAMSUNG MA2565 AMBER MONITOR
 512C SAMSUNG ML4571 14"VGA/WHITE MONITOR
 546B CTX LOW RADIATION 1024x768 MONITOR

*** PRINTERS ***

611A PANASONIC KX-P11801
 612B PANASONIC KX-P1123(24PIN,220CPS)
 613B PANASONIC KX-P1624(200CPS)
 614B PANASONIC KX-P44501 LASER PRINTER
 615A HP LASER JET III W/TONER
 615C HP LASER PRINTER IIP

*** LAN/MODEMS/TAPE BACKUPS ***

642A QUICKTEL 2400 BAUD MODEM W/QUICKLIN
 642B QUICKTEL 9600/4800 FAX MODEM
 642C QUICKTEL 9600 S/R FAX MODEM W/V.32-V.420
 642D QUICKTEL 14.4 S/R FAX MODEM W/V.32-V.42
 286A 16 BIT ETHERNET CARD(EM-2000)
 286B 16 BIT (10 BASE T) ETHERNET CARD
 296A BOOT PROM FOR ETHERNET(EM-2000)
 670A COLORADO 120MB INT.TAPE BACKUP
 670D COLORADO 250MB TAPE BACKUP(DJ-20)
 853B COLORADO DC-2120, 120MB TAPE FOR DJ-10

*** IC CHIPS ***

704B RAM 44256 70ns
 706B CACHE SRAM 32Kx8
 714D 80387-33 MATH CO-PROCESSOR
 715A CYRIX 387-40 MATH CO-PROCESSOR
 719A SIMM MODULE 4Mx9 70ns
 721A SIMM MODULE 44256x3 70ns
 725A SIMM MODULE 1Mx3 70ns
 725B SIMM MODULE 1Mx9 60ns

*** SOFTWARE ***

822F OPER. MANUAL 5.0(OEM)(5.25")
 822C OPER. MANUAL 5.0(OEM)(3.5")
 824A 5-SOFTWARE PKG FOR CD ROM

*** POWER SUPPLIES ***

052A 200W AT UL POWER SUPPLY (XT SIZE)
 062A 200W AT UL POWER SUPPLY (SQUARE)
 063B PS-2 POWER SUPPLY UL

*** CABLES ***

833A 6-FT PRINTER CABLE
 836A MONITOR EXTENSION CABLE
 837A WA-2 HARD DRIVE CABLE
 838A CK-17 CABLE FOR TAPE BACKUP

*** CASES ***

004C 3 BAY AT SMALL FOOT W/UL,CSA P/S
 006E MINI TWR CASE W/200W UL P/S
 009C 6-BAY FULL SIZE TWR W/UL,CSA P/S

*** ACCESSORIES ***

841B SUPER MOUSE W/MS WINDOWS 3.1(5.25")
 841E SUPER MOUSE W/MS WINDOWS 3.1(3.5")
 845A COMPUTER. CABINET STAND

REQUESTED BY
 Computrend System
 IN OFFICIAL RECORDS OF
 DOUGLAS CO., NEVADA

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 RECORDER 302000
 \$18.00 PAID K2 DEPUTY
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