

"Computer Hardware and Software" shall mean (i) all computer and other electronic data processing hardware, integrated computer systems, central processing units, memory units, display terminals, printers, features, computer elements, card readers, tape drives, hard and soft disk drives, cables, electrical supply hardware, generators, power equalizers, accessories and all peripheral devices and other related computer hardware, whether now owned, licensed or leased or hereafter acquired by the Debtor; (ii) all software programs, including source code and object code whether now owned, licensed or leased or hereafter acquired by the Debtor, designed for use on the computers and electronic data processing hardware described in clause (i) above; (iii) all firmware associated therewith, whether now owned, licensed or leased or hereafter acquired by the Debtor; and (iv) all documentation for such hardware, software and firmware described in the preceding clauses (i), (ii) and (iii), whether now owned, licensed or leased or hereafter acquired by the Debtor.

"Copyright Collateral" shall mean all right, title and interest in and to all of the Debtor's copyrights (including, without limitation, copyrights for Computer Hardware and Software), copyright registrations and copyright applications, which, in each case, are now or hereafter issued by or filed with the CRO, any similar office or agency of any state, territory or possession of the United States or any similar office or agency of any other countries or, if not so filed, are otherwise used in the United States, any state, territory or possession thereof or any other country, including, without limitation, the copyright registrations and copyright applications listed on Schedule I attached hereto and made a part hereof.

"CRO" shall mean the United States Copyright Office.

"Intellectual Property Collateral" shall mean all of the Debtor's past, present and future: Trademark Collateral; Copyright Collateral; all reissues, divisions, continuations, renewals, extensions and continuations-in-part of any of the foregoing; all confidential and trade secret information, know-how and technology; all license agreements related to any of the foregoing set forth in this definition; all income, royalties, damages and payments now and hereafter due or payable with respect thereto, including without limitation, payments, under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof; books, records, writings, computer tapes or disks, flow diagrams, specification sheets, source codes, object codes and other physical manifestations, embodiments or incorporation of the foregoing set forth in this definition; the right to sue for all