

DATED 28th January 1998

MOTTRAM GROUP (HOLDINGS) LIMITED (1)

and

SPECTUS SYSTEMS INCORPORATED (2)

ASSIGNMENT OF TRADE MARKS



ADDLESHAW BOOTH & CO

TRADEMARK

REEL: 1724 FRAME: 0872

THIS ASSIGNMENT is made on *28th January* 1998 BETWEEN:

- (1) **MOTTRAM GROUP (HOLDINGS) LIMITED** (No.1526326) whose registered office is at Snape Road, Macclesfield, Cheshire SK10 2NZ (the "Assignor")
and
(2) **SPECTUS SYSTEMS INCORPORATED** whose registered office is at 501 North Elida Street, Winnebago, Illinois 61088, USA (the "Assignee")

WHEREAS

- A The Assignor is the registered proprietor of the trade marks and applications for registered trade marks details of which are set out in the Schedule (the "Trade Marks").
- B The parties have agreed that the Trade Marks should be assigned by the Assignor to the Assignee for the consideration and on the terms and subject to the conditions set out in this Assignment.

IT IS AGREED as follows:

1 Assignment

1.1 In consideration of the Assignee agreeing to pay the Assignor the sum of £1 (one pound in respect of the Trade Marks (receipt of which is hereby acknowledged by the Assignor) the Assignor hereby assigns to the Assignee all its right title and interest in and to the Trade Marks, all right, title and interest therein free from any loan, charge or encumbrance together with:

- (a) all statutory and common law rights attaching thereto including the right to sue for damages and other remedies in respect of any infringement or misuse of any of the Trade Marks which may have occurred prior to the date

of this Assignment and to retain any damages obtained as a result of any such action; and

(b) the goodwill of the business of the Assignor in respect of which the Trade Marks have been used;

TO HOLD unto the Assignee absolutely

2 Further Assurance

2.1 In the event that the validity of any of the Trade Marks are challenged on any point upon which the Assignor has advice or has or can procure information which may assist in meeting and defeating or reducing the effect of such challenge the Assignor agrees and/or undertakes to supply such advice and/or to supply or procure the supply of such information without unreasonable delay but subject to the right to charge the Assignee reasonable out of pocket expenses incurred in pursuance of this provision.

2.2 The Assignor shall, and shall use all reasonable endeavours to procure that any third party shall, execute such further documents and do such further acts and things as the Assignee may reasonably request from time to time by way of further assurance of the rights assigned under this Assignment.

3 Law

3.1 This Assignment shall be governed by and construed in accordance with English law and both parties hereby submit to the non-exclusive jurisdiction of the English Courts.

IN WITNESS whereof the parties have caused this Deed to be executed the day and year first above written

The Schedule

Trade Marks

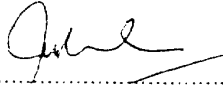
COUNTRY	TRADE MARK	NUMBER	CLASS
ARGENTINA	SPECTUS	2044 346 (Application)	6
		2044 348 (Application)	19
BOLIVIA	SPECTUS	76090 (Application)	6
		76091 (Application)	19
BRAZIL	SPECTUS	8194 79390 (Application)	6
		8194 79381 (Application)	19
CANADA	SPECTUS	378070	19
CHILE	SPECTUS	357015 (Application)	6
		357015 (Application)	19

COUNTRY	TRADE MARK	NUMBER	CLASS
COLUMBIA	SPECTUS	194681	6
	SPECTUS	194682	19
COSTA RICA	SPECTUS	99863	6
	SPECTUS	99862	19
CUBA	SPECTUS	1294900	19
	SPECTUS	613/96 (Application)	6
DOMINICAN REPUBLIC	SPECTUS	85151	6 (local class 31)
	SPECTUS	85155	19 (local class 35)
ECUADOR	SPECTUS	75317/97 (Application)	6
	SPECTUS	75318/97 (Application)	19
EL SALVADOR	SPECTUS	(In Progress) (Application)	6
	SPECTUS	(In Progress) (Application)	19

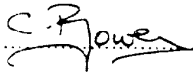
COUNTRY	TRADE MARK	NUMBER	CLASS
GUATEMALA	SPECTUS	8582-96 (Application)	6
	SPECTUS	8581-96 (Application)	19
	SPECTUS	11.745/96 (Application)	6
	SPECTUS	11.746/96 (Application)	19
JAMAICA	SPECTUS	6/325 (Application)	6
	SPECTUS	19/250 (Application)	19
MEXICO	SPECTUS	529251	6
	SPECTUS	529252	19
NICARAGUA	SPECTUS	32883	6
	SPECTUS	32884	19
PANAMA	SPECTUS	81634 (Application)	6
	SPECTUS	81633 (Application)	19

COUNTRY	TRADE MARK	NUMBER	CLASS
TRINIDAD	SPECTUS	26256 (Application)	6
	SPECTUS	26262 (Application)	19
USA	SPECTUS	1535292	19 (US 12 & 13)
	NEW GENERATION	78/813023 (Application)	35 (US 101)
	SPECTUS	12448 (Minnesota)	19

EXECUTED AS A DEED (but not DELIVERED)
until the date hereof) by)
MOTTRAM GROUP (HOLDINGS) LIMITED)
acting by its undermentioned officers)

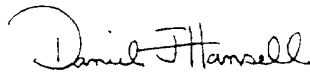


..... Director

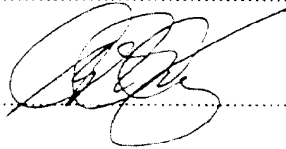


..... Director/Secretary

EXECUTED AS A DEED (but not DELIVERED)
until the date hereof) by)
SPECTUS SYSTEMS, INCORPORATED)
acting by its undermentioned officers)



..... Director



..... Director/Secretary