ORM PTO-1594 CD 4-23-98 RF 04-30-15	Palent and Trademark Office
Tab srittings ⇔ ⇔ ▼	
To the Honorable Commissioner of	attached ondinal documents or copy thereof
1. Name of conveying party(ies):	2. Name and address of receiving party(ies)
Dart International, Inc. 1390 South Potomac Street, Suite 100 Aurora, Colorado 80012	Name: NationsBank, N.A.  Internal Address: NationsBank Corporate Center
☐ Individual(s) ☐ Association ☐ General Partnership ☐ Limited Partnership ☐ Corporation-State (Colorado) ☐ Other	Street Address: 100 North Tryon Street  City: Charlotte Slate: NC ZIP: 28255
Additional name(s) of conveying party(les) attached?   Yes  No	☐ Individual(s) citizenship ☐ Association
3. Nature of conveyance:  Assignment Security Agreement Other	General Partnership  Limited Partnership  Corporation-State  Other  National Association (Bank)  If assignee is not domiciled in the United States, a domestic representative designation is attached:  O Yes O No
Execution Date: April 1, 1998	(Designations must be a separate document from assignment) Additional name(s) & address(es) attached?   O Yes   No
<ul> <li>4. Application number(s) or patent number(s):</li> <li>A. Trademark Application No.(s)</li> <li>See attached.</li> </ul>	B. Trademark Registration No.(s)  See Attached.
Additional numbers att	ached? 🔾 Yes 🔾 No
Name and address of party to whom correspondence concerning document should be mailed:	6. Total number of applications and registrations involved:
Name: Melissa C. Batten  Internal Address: Fennebresque, Clark, Swindell & Hay  NationsBank Corporate Center	7. Total fee (37 CFR 3.41)\$90.00
	Authorized to be charged to deposit account
Street Address: 100 North Tryon Street, Suite 2900	8. Deposit account number:
City: Charlotte State: NC ZIP: 28202 04/29/1998 DCDATES 00000318 1878731 DO NOT US	(Attach duplicate copy of this page if paying by deposit account)
40.00 GP	e inig space
9. Statement and signature.	ation is true and correct and any attached copy is a true copy of
Melissa C. Batten	. Batter 4-22-98
Name of Person Signing	Signature Date cover sheet, attachments, and document:
	and the state of t

## SCHEDULE A

## TRADEMARKS AND TRADEMARK APPLICATIONS

Serial No. or Registration No.	Country	Issue or Filing Date	<u>Mark</u>
1,878,731	USA	February 14, 1995	Trademark
1,792,989	USA	September 14, 1993	Service Mark
1,788,535	USA	August 14, 1993	Service Mark

# ASSIGNMENT OF SECURITY INTEREST IN UNITED STATES PATENTS AND TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, DART INTERNATIONAL, INC., a Colorado corporation (the "Assignor"), having its chief executive office at 1390 S. Potomac Street, Suite #100, Aurora, CO 80012, hereby assigns and grants to NATIONSBANK, N.A., as Agent (in such capacity, the "Agent"), with offices at NationsBank Corporate Center, 100 N. Tryon Street, Charlotte, North Carolina 28255, a security interest in (all of which are herein collectively referred to as the "PTO Collateral") (i) all of the Assignor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications set forth on Schedule A attached hereto (the "Marks"), (ii) all of the Assignor's right, title and interest in and to the United States patents set forth on Schedule B attached hereto (the "Patents"), in each case together with (iii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks and Patents, (iv) the goodwill of the businesses symbolized by the Marks and (v) all causes of action arising prior to or after the date hereof for infringement of any of the Marks and Patents or unfair competition regarding the same.

THIS ASSIGNMENT is made to secure the full and prompt performance and payment of all the Secured Obligations of the Assignor, as such term is defined in the Pledge and Security Agreement, dated as of July 31, 1996, among the Assignor, the Agent and the other parties thereto (as amended, supplemented or modified from time to time, the "Security Agreement"). Upon the satisfaction of the conditions set forth in Section 2.08(b) of the Security Agreement, the Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the PTO Collateral acquired under this Assignment.

THIS ASSIGNMENT has been granted in conjunction with the security interest granted to the Agent for the benefit of the Secured Parties under the Security Agreement. The rights and remedies of the Agent 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 provision of this Assignment is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

TRADEMARK REEL: 1728 FRAME: 0331

IN WITNESS WHEREOF, the day of Light 1998.	undersigned have executed this Assignment as of the
ATTEST:  Secretary  [Corporate Seal]	By: Title: President
ATTEST:	NATIONSBANK, N.A., as Agent
Secretary	By: Title:
[Bank Seal]	
STATE OF Georgia	
The foregoing instrument was  April , 1998 by	acknowledged before me this 16 day of or J. Dark as Acceptant of Dark on, on behalf of the corporation.
My commission expires: Notag	y Public, Walton County, Georgia nmission Expires March 13, 1999
Notarial Seal	
	Dina Dune
	Notary Public
	Notary Public, Walton County, Georgia My Commission Expires March 13, 1999

TRADEMARK REEL: 1728 FRAME: 0332

 $(x_1, x_2, \dots, x_n) = (x_1, x_1, \dots, x_n) = (x_1, x$ 

IN WITNESS WHEREOF, the day of Lynil , 199	undersigned have executed this Assignment as of the 98.
ATTEST:	DART INTERNATIONAL, INC., as Assignor
Secretary	By: Title:
[Corporate Seal]	
ATTEST:	NATIONSBANK, N.A., as Agent
Secretary  [Park Soull	By: Title: GREG MCCRERY VICE PRESIDENT
[Bank Seal]	
STATE OF	
OF	
The foregoing instrument was, 1998 by	s acknowledged before me this day of as of Dart
International, Inc., a Colorado corporation	on, on behalf of the corporation.
My commission expires:	
Notarial Seal	
	Notary Public

## SCHEDULE A

## TRADEMARKS AND TRADEMARK APPLICATIONS

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1,792,989	USA	September 14, 1993	Service Mark
1,788,535	USA	August 14, 1993	Service Mark

## **SCHEDULE B**

## PATENTS AND PATENT APPLICATIONS

Serial No. or Patent No.	Inventor	Country	Issue or Filing Date Title
5,328,190	Peter J. Dart Howard F. Hall	USA	July 12, 1994 (issue date)
5,566,951	Peter J. Dart Howard F. Hall David A. Johnson	USA	October 22, 1996 (issue date)
	Peter J. Dart Howard F. Hall James McAtee Richard A. Ottosen David A. Johnson	USA	January 8, 1997

## ASSIGNMENT OF SECURITY INTEREST IN UNITED STATES PATENTS AND TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, DART INTERNATIONAL, INC., a Colorado corporation (the "Assignor"), having its chief executive office at 1390 S. Potomac Street, Suite #100, Aurora, CO 80012, hereby assigns and grants to NATIONSBANK, N.A., as Agent (in such capacity, the "Agent"), with offices at NationsBank Corporate Center, 100 N. Tryon Street, Charlotte, North Carolina 28255, a security interest in (all of which are herein collectively referred to as the "PTO Collateral") (i) all of the Assignor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications set forth on Schedule A attached hereto (the "Marks"), (ii) all of the Assignor's right, title and interest in and to the United States patents set forth on Schedule B attached hereto (the "Patents"), in each case together with (iii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks and Patents, (iv) the goodwill of the businesses symbolized by the Marks and (v) all causes of action arising prior to or after the date hereof for infringement of any of the Marks and Patents or unfair competition regarding the same.

THIS ASSIGNMENT is made to secure the full and prompt performance and payment of all the Secured Obligations of the Assignor, as such term is defined in the Pledge and Security Agreement, dated as of July 31, 1996, among the Assignor, the Agent and the other parties thereto (as amended, supplemented or modified from time to time, the "Security Agreement"). Upon the satisfaction of the conditions set forth in Section 2.08(b) of the Security Agreement, the Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the PTO Collateral acquired under this Assignment.

THIS ASSIGNMENT has been granted in conjunction with the security interest granted to the Agent for the benefit of the Secured Parties under the Security Agreement. The rights and remedies of the Agent 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 provision of this Assignment is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

FCSH\R:\DOCS\MCB\CORP\78127\_1

TRADEMARK REEL: 1728 FRAME: 0336

IN WITNESS WHEREOF, the undersited day of mail, 1998.	igned have executed this Assignment as of the
ATTEST:	By: Title: President
[Corporate Seal]	1 10 -4 10 EV 4
ATTEST:	NATIONSEANK, N.A., as Agent
Secretary	By:Title:
[Bank Seal]	
STATE OF Georgia	
The foregoing instrument was ackr  April , 1998 by Peter J.  International, Inc., a Colorado corporation, on	nowledged before me this 16 th day of Dark as 16 socient of Dark behalf of the corporation.
My commission expires Notery Public,	Walton County, Georgia Expires March 13, 1999
Notarial Seal	4
	Dina demi
	Notary Public
	Notary Public, Walton County, Georgia My Commission Expires March 13, 1999

FCSH\R:\DOCS\MCB\CORP\78129

TRADEMARK REEL: 1728 FRAME: 0337

IN WITNESS WHEREOF, the day of april , 1	e undersigned have executed this Assignment as of the 998.
ATTEST:	DART INTERNATIONAL, INC., as Assignor
Secretary	By: Title:
[Corporate Seal]	
ATTEST:	NATIONSBANK, N.A., as Agent
Secretary  [Bank Seal]	By: GREG McCRERY VICE PRESIDENT
STATE OF	
OF	
The foregoing instrument w	as acknowledged before me this day of as of Dart
International, Inc., a Colorado corpora	as of Dart tion, on behalf of the corporation.
My commission expires:	
Notarial Seal	
	Notary Public

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