

SCHEDULE A

TRADEMARKS AND TRADEMARK APPLICATIONS

<u>Serial No. or Registration No.</u>	<u>Country</u>	<u>Issue or Filing Date</u>	<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.

15 IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the day of April, 1998.

ATTEST:

[Signature]
Secretary

[Corporate Seal]

DART INTERNATIONAL, INC., as

Assignor

By: [Signature]
Title: President

ATTEST:

NATIONSBANK, N.A.,
as Agent

Secretary

By: _____
Title: _____

[Bank Seal]

STATE OF Georgia
County OF Forsyth

The foregoing instrument was acknowledged before me this 16th day of April, 1998 by Peter J. Dart as President of Dart International, Inc., a Colorado corporation, on behalf of the corporation.

My commission expires: Notary Public, Walton County, Georgia
My Commission Expires March 13, 1999

Notarial Seal

[Signature]
Notary Public

Notary Public, Walton County, Georgia
My Commission Expires March 13, 1999

1st IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the
day of April, 1998.

ATTEST:

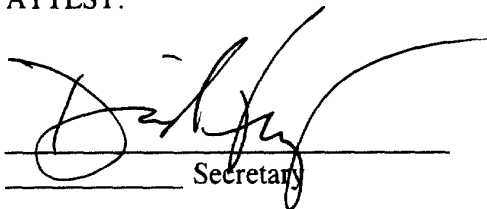
DART INTERNATIONAL, INC., as Assignor

Secretary

[Corporate Seal]

By: _____
Title: _____

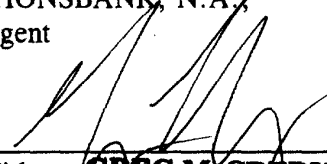
ATTEST:



Secretary

[Bank Seal]

NATIONSBANK, N.A.,
as Agent

By: 
Title: **GREG MCCRERY**
VICE PRESIDENT

STATE OF _____

_____ OF _____

The foregoing instrument was acknowledged before me this _____ day of
_____, 1998 by _____ as _____ of Dart
International, Inc., a Colorado corporation, on behalf of the corporation.

My commission expires:

Notarial Seal

Notary Public

SCHEDULE A

TRADEMARKS AND TRADEMARK APPLICATIONS

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SCHEDULE B

PATENTS AND PATENT APPLICATIONS

<u>Serial No. or Patent No.</u>	<u>Inventor</u>	<u>Country</u>	<u>Issue or Filing Date</u>	<u>Title</u>
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	

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IN UNITED STATES PATENTS AND TRADEMARKS

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IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the
15 day of April, 1998.

ATTEST:

[Signature]
Secretary

[Corporate Seal]

DART INTERNATIONAL, INC., as

Assignor

By: [Signature]

Title: President

ATTEST:

NATIONSBANK, N.A.,
as Agent

 Secretary

By:

Title:

[Bank Seal]

STATE OF Georgia
County OF Forsyth

The foregoing instrument was acknowledged before me this 16th day of
April, 1998 by Peter J. Dart as President of Dart
International, Inc., a Colorado corporation, on behalf of the corporation.

My commission expires:

Notary Public, Walton County, Georgia
My Commission Expires March 13, 1999

Notarial Seal

[Signature]
Notary Public

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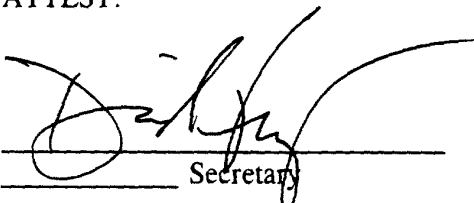
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ATTEST: DART INTERNATIONAL, INC., as Assignor

Secretary

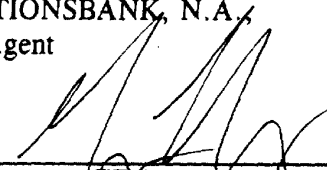
[Corporate Seal]

By: _____
Title: _____

ATTEST:


Secretary

[Bank Seal]

NATIONSBANK, N.A.,
as Agent
By: 
Title: **GREG MCCREARY**
VICE PRESIDENT

STATE OF _____

OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 1998 by _____ as _____ of Dart International, Inc., a Colorado corporation, on behalf of the corporation.

My commission expires:

Notarial Seal

Notary Public

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