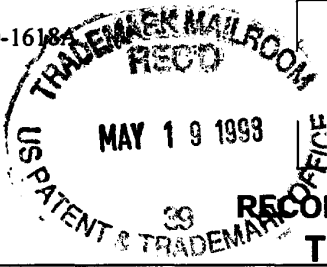


FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027



06-08-1998

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK



100731127

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

5/19/98.

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID # 100646766
- Correction of PTO Error
Reel # [] Frame # []
- Corrective Document
Reel # 1646 Frame # 0683

Conveyance Type

- Assignment License
 - Security Agreement Nunc Pro Tunc Assignment
 - Merger Change of Name
 - Other []
- Effective Date
Month Day Year
[]

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name AAI Systems Management, Inc., to be known as Systems Management, Inc.

09301997

Formerly []

- Individual General Partnership Limited Partnership Corporation Association
- Other []
- Citizenship/State of Incorporation/Organization Maryland

Receiving Party

Mark if additional names of receiving parties attached

Name Seidler Capital Partners L.P.

DBA/AKA/TA []

Composed of []

Address (line 1) 3030 Plaza VII

Address (line 2) 45 South Seventh Street

Address (line 3) Minneapolis

MN

55402

City

State/Country

Zip Code

- Individual General Partnership Limited Partnership Corporation Association
- Other []
- Citizenship/State of Incorporation/Organization Delaware

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text" value="75205811"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved. #

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)
Deposit Account Number: #

Authorization to charge additional fees: Yes No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

George M. Borababy



5/19/98

Name of Person Signing

Signature

Date Signed

TRADEMARK SECURITY AGREEMENT

WHEREAS, AAI SYSTEMS MANAGEMENT, INC., a Maryland corporation, to be known as Systems Management, Inc. ("Grantor"), owns the Trademarks, Trademark registrations, and Trademark applications listed on Schedule 1 annexed hereto, and is a party to the Trademark Licenses listed on Schedule 1 annexed hereto; and

WHEREAS, Grantor and SEIDLER CAPITAL PARTNERS L.P., a Delaware limited partnership ("Grantee") are parties to a Note Purchase Agreement dated September 30, 1997 (as the same may be amended and in effect from time to time, the "Note Purchase Agreement"), providing for the purchase by Grantee from Grantor of a senior subordinated note in the original principal amount of \$3,500,000; and

WHEREAS, pursuant to the terms of the Security Agreement dated September 30, 1997 (as said Agreement may be amended and in effect from time to time, the "Security Agreement"), by and among Grantor and Grantee, Grantor has granted to Grantee a security interest in all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), Trademark registrations, Trademark applications and Trademark Licenses (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all proceeds thereof, to secure the payment of all amounts owing by Grantor under the Note Purchase Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

(1) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;

(2) each Trademark License and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark License; and


(3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in Schedule 1 annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in

Schedule 1 and the Trademarks licensed under any Trademark License, or (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark License.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the 30th day of September, 1997.

AAI SYSTEMS MANAGEMENT, INC.

By: 
Name: D. TYLER MAYORAS
Title: CHAIRMAN

ACKNOWLEDGED AND ACCEPTED
ON THE DATE FIRST WRITTEN
ABOVE:

SEIDLER CAPITAL PARTNERS L.P.

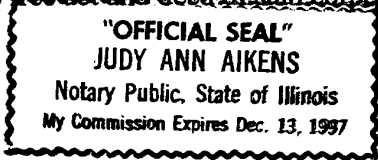
By: ^{LIE} Seidler Capital, ~~LLP~~,
its general partner

By: Scott L. Becker
Name: Scott L. Becker
Title: Managing Director

ACKNOWLEDGMENT

STATE OF Illinois §
 § ss.
COUNTY OF Cook §

On the 30th day of September, 1997, before me personally appeared D. Tyler Mayoras, to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument as the Chairman of the Board of AAI Systems Management, Inc., who being by me duly sworn, did depose and say that he is the Chairman of the Board of AAI Systems Management, Inc., the corporation described in and which executed the foregoing instrument; that he signed the said instrument on behalf of said corporation by order of its Board of Directors; and that he acknowledged said instrument to be the free act and deed of said corporation.



Judy Ann Aikens

Notary Public

(Seal)

My commission expires:

Dec. 13, 1997

**Schedule I
to Trademark
Security Agreement**

TRADEMARK REGISTRATIONS

TRADEMARK APPLICATIONS

<u>MARK</u>	<u>REG. NO.</u>	<u>DATE</u>	<u>FIRST USE</u>	<u>GOODS</u>
NEXWOS	75-205,881	November 7, 1996	June 1, 1994	009-automated weather observing system for aviation industry

TRADEMARK LICENSES

<u>Name of Agreement</u>	<u>Parties</u>	<u>Date of Agreement</u>
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