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To the Honorable Commissioner of Patents and

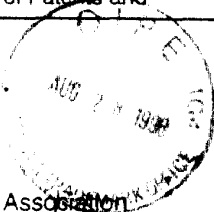
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Final documents or copy thereof.

8-28-98 CORRECTION

1. Name of conveying party(ies):

Lightning Partners, Ltd.



- Individual(s)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other corrective security agreement
- Merger
- Change of Name

previously recorded at reel 0933, Frame 0329

Execution Date: \_\_\_\_\_

2. Name and address of receiving party(ies)

Name: Sun Bank of Tampa Bay

Internal Address: \_\_\_\_\_

Street Address: 315 Madison Street

City: Tampa State: FL ZIP: 33602

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other Bank

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or patent number(s):

1,724,684      1,827,035

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,855,230      1,779,708  
 1,867,807      1,784,874  
 1,786,266      1,793,260  
 1,843,893

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Leslie S. Spitalney, Esq.

Internal Address: Holland & Knight LLP

Street Address: 2100 Pennsylvania Ave., N.W.  
Suite 400

City: Washington State: D.C. ZIP: 20037

6. Total number of applications and registrations involved: 9

7. Total fee (37 CFR 3.41).....\$ 240.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_

(Attach duplicate copy of this page if paying by deposit account)

09/04/1998 INQUIRY 0000029A 1A55230

DO NOT USE THIS SPACE

01 EC:401  
02 EF:442

40.00 DP  
200.00 DP

9. 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.

Leslie S. Spitalney  
Name of Person Signing

Leslie S. Spitalney  
Signature

8-27-98  
Date

Total number of pages including cover sheet, attachments, and document: 8

CONDITIONAL ASSIGNMENT OF TRADEMARKS

The assignment of Trademarks made as of December 17, 1991, by Assignor, "Intel Corporation" ("Assignor"), to Assignee, "Intel Corporation" ("Assignee") under the name of Tanta Bay ("Assignor") recites the following:

The Assignor and the Assignee have entered into a certain agreement, the "Loan Agreement", dated as of September 3, 1991, and a certain "Security Agreement", the "Security Agreement", dated as of December 3, 1991, whereby the Assignor has granted to the Assignee a security interest in certain trademarks and trade names, as set forth in the Security Agreement:

Attached hereto as Exhibit A is an undated Assignment of Intellectual Property Assignments, whereby Assignor shall assign, execute and register and the Assignee named therein, under the trademarks and trade names, all Assignor's right, title and interest in, to and under the trademarks and trademark applications listed in Exhibit A thereto, including without limitation all proceeds thereof which is, by way of example, license royalties and proceeds of infringement suits, and the right to sue for past, present and future infringements, together with the goodwill of the business associated with the trademarks and the assets of the Assignor associated with the manufacture of the products under the trademarks collectively, the "Trademarks".

Assignor, hereinafter, in consideration of the terms and conditions set forth in the Loan Agreement and the Security Agreement, the parties hereto agree as follows:

Upon the occurrence and continuance of an "Event of Default" under the Loan Agreement or the Security Agreement, the Trademarks shall be assigned, transferred set over and delivered to Assignee, and Assignor hereby irrevocably constitutes and appoints the Assignee and any officer, agent or employee thereof, with full power of substitution, as its true and lawful attorney-in-fact with full and exclusive power and authority in the place and stead of the Assignor, and in the name of Assignor or in Assignee's own name, upon the occurrence and continuance such an Event of Default, to complete, file, execute and file or cause to be filed, the Assignment to the United States Patent and Trademark Office, and to execute and delivery all and any documents and instruments which may be necessary or desirable to accomplish the purpose of the Assignment.

The Assignor hereby certifies all that said attorneys shall execute or cause to be done by virtue hereof. This power of attorney is a power coupled with an interest and shall be irrevocable.

The Assignor authorizes Assignee to modify the Assignment by amending Exhibit A thereto to include any future

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... and ... under the Assignment.

LIGHTNING PARTNERS, LTD., a  
Florida limited partnership

by LIGHTNING PARTNERS, INC., a  
Florida corporation, as  
general partner

By [Signature]  
Name: Mushao Miyake  
Title: Vice President

WITNESSED:  
By [Signature]  
Title: Asst Secretary

... of the location at 315 East Madison Street, Tampa,  
Florida, Florida.

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

Paul C. Davis, a Notary Public in and for the state  
aforesaid, do hereby certify that Mushao Miyake, of Lightning Partners, Inc.  
and Chris Phillips, assistant secretary of said Company,  
personally known to me to be the same persons whose names are  
subscribed to the foregoing instrument as such vice president and  
assistant secretary, respectively, appeared before me this day in  
person and acknowledged that they signed and delivered the said  
instrument as their own free and voluntary act and as the free and  
voluntary act of said Company, for the uses and purposes therein  
set forth, and the said assistant secretary then and there  
acknowledged that he, as custodian of the corporate seal of said  
Company, did affix the corporate seal of said Company to said  
instrument as his own free and voluntary act and as the free and  
voluntary act of said Company, for the uses and purposes therein  
set forth. Given under my hand and notarial seal this 17<sup>th</sup> day of  
December, 1994.

[Signature]  
Notary Public

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My Commission expires: \_\_\_\_\_

IPA-91184



APPENDIX B

SCHEDULE OF TRADEMARKS

UNITED STATES TRADEMARKS

MARK	APPLICATION NO. & DATE
TAMPA BAY LIGHTNING	74/081084 July 10, 1990
TAMPA BAY LIGHTNING	74/150213 March 22, 1991
LIGHTNING	74/150220 March 22, 1991
LIGHTNING Logo Design	74/159081 April 22, 1991
LIGHTNING Logo Design	74/159096 April 22, 1991
LIGHTNING over Florida logo	74/159097 April 22, 1991
LIGHTNING over Florida logo	74/159080 April 22, 1991
TAMPA BAY LIGHTNING logo	74/159096 April 22, 1991
TAMPA BAY LIGHTNING logo	74/159099 April 22, 1991
TAMPA BAY LIGHTNING and Design	74/212629 October 16, 1991

FLORIDA STATE REGISTRATIONS

MARK	REGISTRATION NO. & DATE
TAMPA BAY LIGHTNING and logo	T11896 December 14, 1990
TAMPA BAY LIGHTNING	T11897 December 14, 1990

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REGISTERED TRADEMARKS

REGISTERED TRADEMARK	APPLICATION NUMBER AND APPLICATION DATE
AMPA DAY LIGHTNING	474,466 January 23, 1991
LIGHTNING BOLT DESIGN	482,187 May 21, 1991
LIGHTNING BOLT DESIGN	482,403 May 21, 1991
LIGHTNING	482,190 May 21, 1991
AMPA DAY LIGHTNING	482,187 May 21, 1991
LIGHTNING	482,188 May 21, 1991
FLASH LIGHTNING Design	443,646 May 22, 1991
FLASH LIGHTNING Design	441,907 May 21, 1991
AMPA DAY LIGHTNING & Design	482,608 May 21, 1991
AMPA DAY LIGHTNING & Design	482,609 May 21, 1991

TRADEMARK

REG. U.S. PAT. & TM. OFF.

EMPLOYER'S

STATE OF CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS

THE ASSIGNEE (hereinafter referred to as the Assignee) of the rights and interests in the trademarks and trademark applications owned by the Assignor, the Assignee is hereby notified and provided that the Assignor has assigned to the Assignee all the rights and interests in the trademarks and trademark applications owned by the Assignor.

THE ASSIGNEE (hereinafter referred to as the Assignee) of the rights and interests in the trademarks and trademark applications owned by the Assignor, the Assignee is hereby notified and provided that the Assignor has assigned to the Assignee all the rights and interests in the trademarks and trademark applications owned by the Assignor.

THE ASSIGNEE (hereinafter referred to as the Assignee) of the rights and interests in the trademarks and trademark applications owned by the Assignor, the Assignee is hereby notified and provided that the Assignor has assigned to the Assignee all the rights and interests in the trademarks and trademark applications owned by the Assignor. The Assignor hereby assigns to the Assignee all the rights and interests in the trademarks and trademark applications owned by the Assignor, and to the goodwill of the business symbolized by the trademarks and the assets of the Assignor associated with the manufacture of the products under the trademarks.

TRADEMARK

REEL 933 FPM 334

... and the said Assignor and Assignee have agreed that the said Assignor shall assign to the said Assignee all the right, title and interest in and to the said Trademark and the said Assignee shall accept the same and shall use the same in the same manner as the said Assignor has used the same...

Assignor)

Assignee)

Notary

State of \_\_\_\_\_  
County of \_\_\_\_\_

... personally appeared before me \_\_\_\_\_ and \_\_\_\_\_ who is the \_\_\_\_\_ of \_\_\_\_\_ and the \_\_\_\_\_ of \_\_\_\_\_ who are duly authorized to execute the foregoing Assignment on behalf of \_\_\_\_\_ and \_\_\_\_\_ respectively, for the uses and purposes herein set forth.

Witness my hand and official seal:

My commission expires \_\_\_\_\_

NOTARIAL PUBLIC

JAN 11 93

Notary Public

TRADEMARK  
RITD 933 FRM335

TRADEMARKS ONLY

DEPARTMENT OF COMMERCE  
Patent and Trademark Office

1. Name and address of applicant (if not the owner, name and address of owner)

2. Name and address of attorney (if any)

3. Date of filing of this application

4. Application classification (see Manual, Part 1)

5. Name and address of party to whom correspondence should be sent (if different from applicant)

6. Declaration and signature of applicant or owner

7. OMB No. 065-0101

8. Public burden reporting for this category of information...

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RECEIVED  
FEB 19 1993



CERTIFICATE OF DELIVERY

I hereby certify that this Request for Recordation of Assignment is being hand-delivered to the Commissioner of Patents and Trademarks, 2900 Crystal Drive, Arlington, Virginia this 15th day of August, 1998.

  
Leslie S. Spitalney