

10-9-98

10-14-1998

Trademarks:
copy thereof.

Address of Party(ies) receiving an interest:

Name: FINOVA Capital Corporation
Internal Address: Attention: Manager
Street Address: 355 South Grand Avenue, Suite 2400
City: Los Angeles
State: California Zip: 90071

Entity:
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other _____
Citizenship _____
If not domiciled in the United States, a domestic representative designation is attached:
 Yes
 No

3. Interest Conveyed:
 Assignment Association
 Security Agreement Limited Partnership
 Other _____
Execution Date: As of October 1, 1998

4. Application number(s), patent numbers, or registration number(s). Additional sheet attached: Yes
 No
1151522; 1711373; 1216622; 1216621

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: _____
Internal Address: _____
Street Address: _____
City: _____
State: _____ Zip: _____

6. Number of applications, patents, or registrations involved:
4
7. Amount of fee enclosed or authorized to be charged:
\$ 115 Filing Fee
Total \$ 115

8. Deposit account number (Attach duplicate copy of this form if paying by deposit account):
10/13/1998 JSWBAZZ 00000056 1151522

DO NOT USE THIS SPACE

9. Date of execution of attached document As of October 1, 1998
10. 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 documents.

October 8, 1998
Date
David W. James
Signature
Name of Person Signing

10-9-98

01 FC:481 40.00 OP
02 FC:482 75.00 OP

RECEIVED
10-14-98

GRANT OF SECURITY INTEREST

TRADEMARKS

THIS GRANT OF SECURITY INTEREST, dated as of October 1, 1998, is executed by QUANTIC INDUSTRIES, INC., a Delaware corporation ("Borrower"), in favor of FINOVA CAPITAL CORPORATION ("Lender").

A. Pursuant to a Loan and Security Agreement dated as of the date hereof ("Loan Agreement") among Borrower and Lender, Lender has agreed to extend certain credit facilities to Borrower upon the terms and subject to the conditions set forth therein.

B. Borrower has adopted, used and is using the trademarks, more particularly described on Schedules 1-A and 1-B annexed hereto as part hereof, which trademarks are registered or subject to an application for registration in the United States Patent and Trademark Office (collectively, the "Trademarks");

C. Borrower has entered into a Security Agreement (Intellectual Property) dated the date hereof (the "Security Agreement") in favor of Lender; and

D. Pursuant to the Security Agreement, Borrower has granted to Lender a security interest in all right, title and interest of Borrower in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the customer lists and records related to the Trademarks and the applications and registrations thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations, as defined in the Security Agreement;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Borrower does hereby further grant to Lender a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

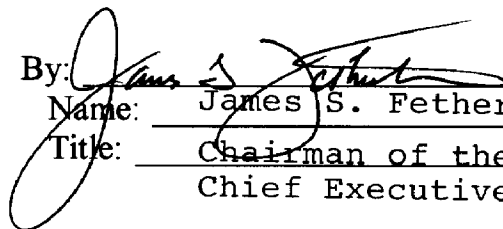
Borrower does hereby further acknowledge and affirm that the rights and remedies of Lender with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Lender's address is:

FINOVA CAPITAL CORPORATION
355 South Grand Avenue, Suite 2400
Los Angeles, CA 90071
Attn: Manager
Telephone No.: (213) 253-1523
Telecopier No.: (213) 253-1517

IN WITNESS WHEREOF, Borrower has caused this Assignment to be executed
as of the day and year first above written.

QUANTIC INDUSTRIES, INC.

By: 
Name: James S. Fetherston
Title: Chairman of the Board and
Chief Executive Officer

SCHEDULE 1-A TO GRANT OF SECURITY INTEREST

TRADEMARKS

Mark	Jurisdiction	Filing Date	Registration Date	Application No.	Registration No.
Quantic (stylized letters)		05/18/78	04/21/81	73-170878	1151522
QAZ (stylized letters)	DROPPED	01/27/75	02/03/76	73-042834	1031991
QAT (stylized letters)	DROPPED	11/15/79	09/22/81	73-239262	1169856
QI (stylized letters)		10/15/91	09/01/92	74-211964	1711373
Holex		02/06/81	11/16/82	73-295929	1216622
Holex & Design		02/06/81	11/16/82	73-295928	1216621

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF San Francisco)

ss.

On September 28, 1998, before me, _____

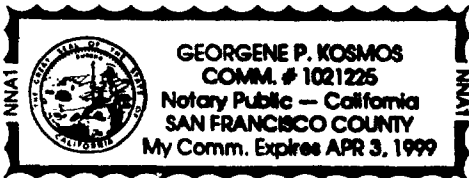
Date

Georgene P. Kosmos
Name of Notary Public

personally appeared James A. Petherston

Name of Signer(s)

personally known to me – OR – proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Georgene P. Kosmos
Signature of Notary Public

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY(IES) CLAIMED BY SIGNER(S)

DESCRIPTION OF ATTACHED DOCUMENT

- Individual
- Corporate Officer

Title(s)

Title or Type of Document

- Partner(s) Limited General
- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other: _____

Number of Pages

Date of Document

Signer is Representing:
Name of Person(s) or Entity(ies)

Signer(s) Other Than Named Above