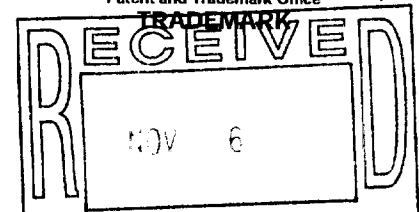


11-10-1998



100876245



11/5/98

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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 #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

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

Conveying Party

Mark if additional names of conveying parties attached

Name METALITHIC SYSTEMS, INC.

Execution Date
Month Day Year
10291998

Formerly

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other
- Citizenship/State of Incorporation/Organization NEVADA

Receiving Party

Mark if additional names of receiving parties attached

Name WAGNER & BROWN, LTD.

DBA/AKA/TA

Composed of

Address (line 1) 300 N. MARIENFELD

Address (line 2) SUITE 1100

Address (line 3) MIDLAND

TEXAS

79701

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other
- Citizenship/State of Incorporation/Organization TEXAS

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.)

11/09/1998 JSNBAZZ 00000107 75414430

FOR OFFICE USE ONLY

01 FC:481 40.00 OP
02 FC:482 50.00 OP

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

TRADEMARK
REEL: 1810 FRAME: 0713

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="75414430"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="75414429"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="75262824"/>	<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.

Robin Lightner Maisashvili Robin Lightner Maisashvili 11/5/98

Name of Person Signing → Signature Date Signed

TRADEMARK SECURITY AGREEMENT

(TRADEMARKS, TRADEMARK REGISTRATIONS, TRADEMARK APPLICATIONS AND TRADEMARK LICENSES)

WHEREAS, METALITHIC SYSTEMS, INC., a Nevada corporation (the "Grantor"), owns the Trademarks and Trademark registrations and licenses listed on Schedule 1 attached hereto; and

WHEREAS, pursuant to the General Security Agreement dated as of December 24, 1997 (as said Agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") between the Borrower and Wagner & Brown, Ltd., a Texas limited partnership (the "Secured Party"), the Grantor has granted to the Secured Party, a security interest in substantially all the assets of the Grantor including all the Grantor's Trademarks (as defined in the Security Agreement), together with any reissues, extensions or renewals thereof, Trademark registrations, Trademark applications and Trademark licenses, whether presently existing or hereafter arising or acquired, together with the goodwill of the business symbolized by the Trademarks and the applications therefor and the registrations thereof, and all products and proceeds thereof, and to secure the payment and performance of the Obligations (as defined in the Security Agreement and);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants to the Secured Party 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 now existing or hereafter arising or acquired:

(i) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademark and Trademark registration referred to in Schedule 1 attached hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;

(ii) each Trademark license and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark licensed;

(iii) all trade names, service marks, trade dress, logos, trade secrets, and copyrights; and

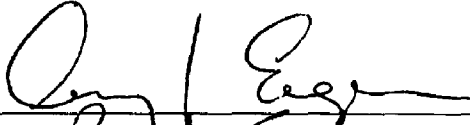
(iv) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademark and Trademark registration listed on Schedule 1 attached hereto, and any

Trademark licensed under any Trademark license or for 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 the Collateral Agent to secure the Obligations (as defined in the Security Agreement) and pursuant to the terms thereof. The Grantor hereby further acknowledges and confirms that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral 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 officer thereunto duly authorized as of October 29, 1998.

METALITHIC SYSTEMS, INC.

By: 
Name: Ray Eigen
Title: President
Three Harbor Drive, Suite 206
Sausalito, California 94965
Tax I.D. No. _____

Acknowledged:

WAGNER & BROWN, LTD.

By: _____
Adam C. Wagner
Vice President
300 N. Marienfeld, Suite 1100
Midland, Texas 79701

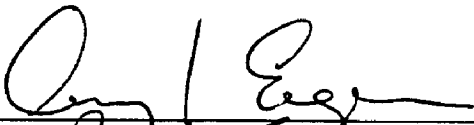
Tax I.D. No. 74-2455549

Trademark licensed under any Trademark license or for 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 the Collateral Agent to secure the Obligations (as defined in the Security Agreement) and pursuant to the terms thereof. The Grantor hereby further acknowledges and confirms that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral 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 officer thereunto duly authorized as of October 29, 1998.

METALITHIC SYSTEMS, INC.

By: 
Name: Barry Eigen
Title: President
Three Harbor Drive, Suite 206
Sausalito, California 94965
Tax I.D. No. _____

Acknowledged:

WAGNER & BROWN, LTD.

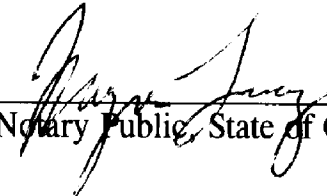
By: 
Adam C. Wagner
Vice President
300 N. Marienfeld, Suite 1100
Midland, Texas 79701

Tax I.D. No. 74-2455549

THE STATE OF CALIFORNIA §
§
COUNTY OF MARIN §

This instrument was acknowledged before me on OCTOBER 24, 1998, by DARYL EIGEN, PRESIDENT of Metalithic Systems, Inc., a Nevada corporation, on behalf of such corporation.

* See ATTACHED ACKNOWLEDGEMENT



Notary Public, State of California

WAYNE LANG

(Type or Print Name of Notary)

My Commission Expires: MAY 7, 2002

THE STATE OF TEXAS §
§
COUNTY OF MIDLAND §

This instrument was acknowledged before me on _____, 1998, by Adam C. Wagner, Vice President of Wagner & Brown, Ltd., a Texas limited partnership, on behalf of such limited partnership.

Notary Public, State of Texas

(Type or Print Name of Notary)

My Commission Expires:

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

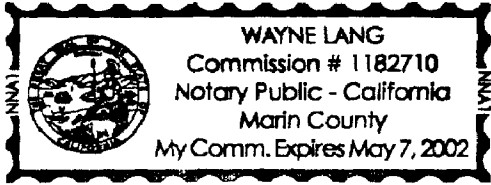
State of California

County of MARIN } ss.

On 10/29/98, before me, WAYNE LANG, NOTARY PUBLIC,
Date Name and Title of Officer (e.g., Jane Doe, Notary Public)

personally appeared DARYL ELGIN
Name(s) of Signer(s)

personally known to me
 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.

Place Notary Seal Above

Wayne Lang
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: TRADEMARK SECURITY AGREEMENT

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER	
Top of thumb here	

THE STATE OF CALIFORNIA §
§
COUNTY OF MARIN §

This instrument was acknowledged before me on OCTOBER 29, 1998, by DARYL EIGON, PRESIDENT of Metalithic Systems, Inc., a Nevada corporation, on behalf of such corporation.

X SEE ATTACHED ACKNOWLEDGEMENT

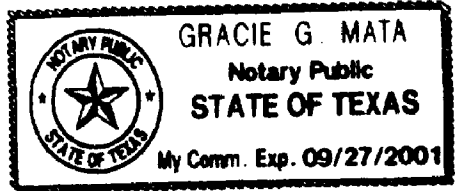
[Signature]
Notary Public, State of California

WAYNE LANG
(Type or Print Name of Notary)

My Commission Expires: MAY 7, 2002

THE STATE OF TEXAS §
§
COUNTY OF MIDLAND §

This instrument was acknowledged before me on November 2, 1998, by Adam C. Wagner, Vice President of Wagner & Brown, Ltd., a Texas limited partnership, on behalf of such limited partnership.



Gracie G. Mata
Notary Public, State of Texas

Gracie G. Mata
(Type or Print Name of Notary)

My Commission Expires:

METALITHIC SYSTEMS, INC.
TRADEMARK STATUS REPORT

Country Name	Trademark	Classes	Filing Date	Application #	Registration Date	Registration #	Status	Case Number
United States	NSTREAM	9	January 6, 1998	75-414430			Pending	
United States	NANO STREAM	9	January 6, 1998	75-414429			Pending	
United States	METALITHIC SYSTEMS	9	March 24, 1997	75-262824			Pending	

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