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01-05-1999



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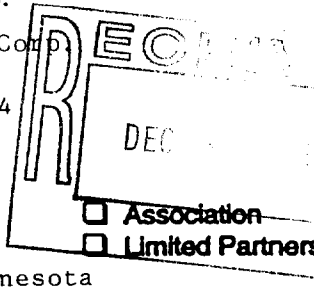
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Send original documents or copy thereof.

To the Honorable Commissioner of Patents

1. Name of conveying party(ies):

AC Express Acquisition Corp
29124 Airport Drive
Romulus, Michigan 48174



- Individual(s)
- General Partnership
- Corporation-State Minnesota
- Other _____

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

2. Name and address of receiving party(ies):

Name: Norwest Business Credit, Inc.

Internal Address: _____

Street Address: Norwest Center
6th Street & Marquette Ave.

City: Minneapolis State: MN ZIP: 55479

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Notice of Security Interest
- Merger
- Change of Name

Execution Date: December 17, 1998

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

A. Trademark Application No.(s)

B. Trademark registration No.(s)

73/831,396

Additional numbers attached? Yes No

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

Name: Meg Crawford

Internal Address: _____

Street Address: Maslon Edelman Borman & Brand,
3300 Norwest Center
90 South Seventh Street

City: Minneapolis State: MN ZIP: 55402

6. Total number of applications and registrations involved: _____

1

7. Total fee (37 CFR 3.41):..... \$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

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

DO NOT USE THIS SPACE

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.

Margaret Crawford
Name of Person Signing

Margaret M Crawford
Signature

12-18-98
Date

Total number of pages comprising cover sheet: _____


1

NOTICE OF SECURITY INTEREST IN U.S. TRADEMARKS

Notice is hereby given that AC Express Acquisition Corp., a Minnesota corporation ("Debtor"), with its principal place of business at 29124 Airport Drive, Romulus, Michigan 48174, United States, has granted a security interest to NORWEST BUSINESS CREDIT, INC. ("Secured Party"), with its principal place of business at Norwest Center, 6th Street and Marquette Avenue, Minneapolis, Minnesota 55479-0152, United States, in and to all of the trademarks listed on Annex 1 and the applications and registrations associated therewith, pursuant to a Credit and Security Agreement between Debtor and Secured Party dated December 17, 1998.

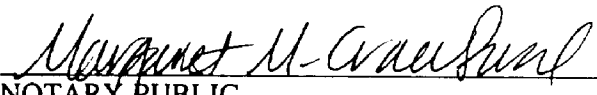
Dated December 17, 1998

AC EXPRESS ACQUISITION CORP.

By: 
Name: Steven L. Smith
Title: President

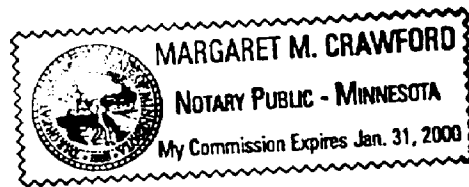
STATE OF MINNESOTA)
) SS.
COUNTY OF HENNEPIN)

On this 17 day of December, 1998, before me personally came Steven L. Smith, who being duly sworn did depose and say that she/he is an officer of AC EXPRESS ACQUISITION CORPORATION, the corporation described in and which executed the foregoing instrument.



NOTARY PUBLIC

216471-1



A. SCHEDULE OF U.S. TRADEMARK REGISTRATIONS

<u>Serial No.</u>	<u>Mark</u>	<u>Publication Date</u>
73/831,396	AC Express Inc. and design	8/7/90

B. SCHEDULE OF PENDING APPLICATIONS FOR U.S. TRADEMARK REGISTRATIONS ON THE BASIS OF USE IN COMMERCE UNDER 17 USC § 1051(a)

C. SCHEDULE OF PENDING APPLICATIONS FOR U.S. TRADEMARK REGISTRATIONS ON THE BASIS OF INTENT TO USE THE MARK IN COMMERCE UNDER 17 USC § 1051(b)

D. SCHEDULE OF U.S. TRADEMARKS UNDER LICENSE AGREEMENT DATED _____, 199__ BY AND BETWEEN DEBTOR AND _____.

E. SCHEDULE OF FOREIGN TRADEMARK REGISTRATIONS.

F. SCHEDULE OF PENDING APPLICATIONS FOR FOREIGN TRADEMARK REGISTRATIONS.

G. SCHEDULE OF FOREIGN TRADEMARKS USED UNDER LICENSE AGREEMENT DATED
_____, 199__, BY AND BETWEEN DEBTOR AND
_____.