

02-03-1999

Patents 1-29-99 To the Honorable
 Trademarks Please record



ks:
of:

1. Name of Party(ies) conveying an interest:

100956690

f Party(ies) receiving an interest:

Research, Incorporated
6425 Flying Cloud Drive
Eden Prairie, Minnesota 55344

Name: Coast Business Credit®, a division of Southern Pacific Bank
Internal Address: Attention: Manager
Street Address: 12121 Wilshire Boulevard, Suite 1111
City: Los Angeles
State: California Zip: 90025

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

Entity:
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State:
 Other Bank
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 December 17, 1998

4. Application number(s), patent numbers, or registration number(s). Additional sheet attached: Yes
 No
See Attached Schedule 1-A and Schedule 1-B.

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

6. Number of applications, patents, or registrations involved:

23

Name: _____
Internal Address: **RETURN TO:**
Street Address: Federal Research Corporation
City: 400 Seventh St., N.W., Suite 101
State: Washington, DC 20004 Zip: _____

7. Amount of fee enclosed or authorized to be charged:

\$590.00 Filing Fee

8. Deposit account number (Attach duplicate copy of this form if paying by deposit account):

02/01/1999 JSHABAZZ 00000033 2020143

01 FC:481
02 FC:482

40.00 OP
550.00 OP

DO NOT USE THIS SPACE

9. Date of execution of attached document As of December 17, 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.

January 26, 1999

Date

Signature

Wesley E. Odom

Name of Person Signing

SCHEDULE 1-A TO GRANT OF SECURITY INTEREST

TRADEMARKS

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
SPEED-DRI	FEDERAL	12/3/96	2,020,143
WEB-DRI	FEDERAL	11/12/96	2,016,155
COOL-DRI	FEDERAL	5/13/97	2,061,813
BASYSHRINK	FEDERAL	11/12/96	2,016,438
ROOL-DRI	FEDERAL	10/7/97	2,104,315
RI AND DESIGN	FEDERAL	9/19/67	835,408
MICROCON	FEDERAL	11/19/85	1,370,959
MICRO DATA-TRAK	FEDERAL	8/31/82	1,206,711
MICRISTAR	FEDERAL	5/7/85	1,334,033
MICRIHOST	FEDERAL	5/22/84	1,278,789
RI/POWER CONTROL	FEDERAL	9/11/84	1,294,018
TUBE TOASTER	FEDERAL	6/14/88	1,492,122
RESEARCH INTERNATIONAL	FEDERAL	6/3/97	2,067,994

SCHEDULE 1-B TO GRANT OF SECURITY INTEREST

TRADEMARK APPLICATIONS

<u>Title</u>	<u>Jurisdiction</u>	<u>Date</u>	<u>Reg. No.</u>
SPOTIR	FEDERAL	5/13/97	75/291,550
LINEIR	FEDERAL	5/13/97	75/291,474
STRIPIR	FEDERAL	5/13/97	75/291,350
SIMULATOR	FEDERAL	5/13/97	75/291,099
CHAMBIR	FEDERAL	5/13/97	75/291,100
HI-TEMPIR	FEDERAL	5/13/97	75/291,101
PANELIR	FEDERAL	5/13/97	75/291,102
CONTROLIR	FEDERAL	5/13/97	75/291,103
WAVE-DRI	FEDERAL	6/30/97	75/317,251
TOWER	FEDERAL	5/4/98	75/479,355

GRANT OF SECURITY INTEREST

TRADEMARKS

THIS GRANT OF SECURITY INTEREST, dated as of December 17, 1998, is executed by Research, Incorporated ("Borrower"), in favor of Coast Business Credit®, a division of Southern Pacific Bank ("Lender").

A. Pursuant to a Loan and Security Agreement dated as of the date hereof ("Loan Agreement") between 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:

Coast Business Credit®, a division of Southern Pacific Bank
12121 Wilshire Blvd.
Suite 1111
Los Angeles, California 90025-1176
Telecopier No.: (310) 826-2884

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

RESEARCH, INCORPORATED

By: Richard L. Grose
Name: Richard L. Grose
Title: Treasurer

ALL-PURPOSE ACKNOWLEDGMENT

STATE OF Minnesota)
COUNTY OF Hennepin) ss.

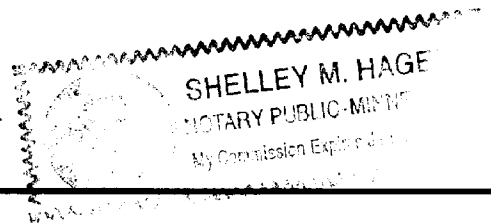
On Dec 30, 1998, before me, Shelley Hagen Notary Public
(Name and Title of Officer)

personally appeared Richard C Grose

- 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.

Shelley Hagen
Signature of Notary



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 CLAIMED BY SIGNER

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

Signer is representing:
Name Of Person(s) Or Entity(ies)

DESCRIPTION OF ATTACHED DOCUMENT

_____ Title Or Type Of Document

_____ Number Of Pages

_____ Date Of Document

_____ Signer(s) Other Than Named Above