

MD 5-24-99

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

06-02-1999



101054154

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

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 **1543348**
- 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

Execution Date
Month Day Year

Name Ampro Systems Corporation, as debtor and debtor-in-possession 4 22 99
under chapter 11 of the Bankruptcy Code

Formerly

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

Receiving Party

Mark if additional names of receiving parties attached

Name Transamerica Business Credit Corporation

DBA/AKATA

Composed of

Address (line 1) 9399 West Higgins Road, Suite 600

Address (line 2)

Address (line 3) Rosemont Illinois 60018
City State/Country Zip Code

- Individual General Partnership Limited Partnership 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.)
- Corporation Association
- Other
- Citizenship/State of Incorporation/Organization Delaware

05/28/1999 JSHABAZZ 00000137 1543348

FOR OFFICE USE ONLY

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

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: 001904 FRAME: 0856

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"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,543,348"/>	<input type="text" value="1,150,916"/>	<input type="text" value="1,152,272"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<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.

Nelson Ferreira, Esq.


Signature

5/24/99
Date Signed

**AMENDED AND RESTATED ASSIGNMENT
OF TRADEMARKS AND SERVICE MARKS**

THIS AMENDED AND RESTATED ASSIGNMENT OF TRADEMARKS AND SERVICE MARKS is made and entered into as of April 22, 1999, between AMPRO SYSTEMS CORPORATION, also known as AMPRO CORPORATION, a Delaware corporation, as debtor and debtor-in-possession under chapter 11 of the Bankruptcy Code (the "Assignor"), and TRANSAMERICA BUSINESS CREDIT CORPORATION, a Delaware corporation (the "Assignee").

WHEREAS, on April 12, 1999, the Assignor filed a voluntary petition with the Bankruptcy Court (this and other capitalized terms used herein and not otherwise defined herein shall have the meaning set forth in the Amended and Restated Loan Agreement referred to below) initiating the Case and has continued in the possession of its assets and in the management of its business pursuant to Sections 1107 and 1108 of the Bankruptcy Code; and

WHEREAS, AmPro Corporation, also known as AmPro Systems Corporation ("AmPro"), entered into a Loan and Security Agreement dated November 4, 1994 (as amended, supplemented or otherwise modified before the date of the Amended and Restated Loan Agreement, the "Existing Loan Agreement"); and

WHEREAS, under the Existing Loan Agreement, Assignee made (i) a term loan to AmPro in the original principal amount of \$1,200,000 (the "Prepetition Term Loan") and (ii) revolving loans to AmPro of up to a maximum principal amount of \$6,300,000; and

WHEREAS, in connection with the execution and delivery of the Existing Loan Agreement, the Assignor executed and delivered an Assignment of Trademarks and Service Marks dated as of November 4, 1994 (the "Existing Assignment of Trademarks and Service Marks") in favor of the Assignee; and

WHEREAS, the Assignor and the Assignee have agreed to amend and restate the Existing Loan Agreement by means of the execution and delivery by such parties as of April 22, 1999 of the Amended and Restated Loan and Security Agreement (as extended, amended, supplemented, restated or modified from time to time, the "Amended and Restated Loan Agreement"); and

WHEREAS, the Assignor has adopted and used and is using the trademarks and service marks (the "Marks") identified on Schedule I hereto, and is the owner of the registrations of the pending registration applications for such Marks in the United States Patent and Trademark Office identified on such Schedule I; and

WHEREAS, the Assignee is desirous of acquiring the Marks and the registrations thereof and registration applications therefor; and

WHEREAS, the Marks are being assigned hereunder pursuant to an Amended and Restated General Intangibles Mortgage and Security Agreement, a copy of which is attached as Exhibit A;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor does hereby assign, sell and transfer unto the Assignee all right, title and interest in and to the Marks, together with the goodwill of the business symbolized by the Marks, and the registrations therefor, and well as all rights to damages or profits due or accrued or arising out of past or future infringement or dilution of or damage or injury to the Marks or damage or injury to said goodwill, together with the right to sue for and recover the same in the name of the Assignor or otherwise, and all of its present or future rights as licensor of the Marks under any agreements, and all proceeds of the foregoing.

Until the occurrence of an Event of Default, Assignor may continue to use the Marks in the ordinary course of its business, subject, however, to the rights of Assignee in respect of the Marks.

This Amended and Restated Assignment of Trademarks and Service Marks is intended to and shall take effect as a sealed instrument at such time as the Assignee shall complete this instrument by signing its acceptance of this Amended and Restated Assignment of Trademarks and Service Marks below.

This Amended and Restated Assignment of Trademarks and Service Marks amends and restates, and supersedes the terms and conditions of, the Existing Assignment of Trademarks and Services Marks.

IN WITNESS WHEREOF, the Assignor, by its duly authorized officer, has executed this Amended and Restated Assignment of Trademarks and Service Marks, as an instrument under seal, as of this 22nd day of April, 1999.

ASSIGNOR:

AMPRO SYSTEMS CORPORATION

By: Charles W. Tripp
Name: Charles W. Tripp
Title: President and Chief Executive Officer

The foregoing Amended and Restated Assignment of Trademarks and Service Marks by the Assignor to the Assignee is hereby accepted as of this 22nd day of April, 1999.

ASSIGNEE:

TRANSAMERICA BUSINESS CREDIT CORPORATION

By: _____
Name:
Title:

IN WITNESS WHEREOF, the Assignor, by its duly authorized officer, has executed this Amended and Restated Assignment of Trademarks and Service Marks, as an instrument under seal, as of this 22nd day of April, 1999.

ASSIGNOR:


AMPRO SYSTEMS CORPORATION

By: _____
Name:
Title:

The foregoing Amended and Restated Assignment of Trademarks and Service Marks by the Assignor to the Assignee is hereby accepted as of this 22nd day of April, 1999.

ASSIGNEE:

TRANSAMERICA BUSINESS CREDIT CORPORATION

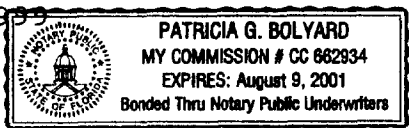
By:  _____
Name: *MICHAEL S. BURNS*
Title: *SR. VICE PRES*

STATE OF FLORIDA)
)
COUNTY OF BREVARD) ss.:

I, Patricia G. Bolyard, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Charles W. Trippe, personally known to me to be the President of AmPro Systems Corporation, a corporation organized under the laws of the State of Delaware, as debtor and debtor-in-possession under chapter 11 of the Bankruptcy Code, and personally known to me to be the same person whose name is subscribed to the foregoing Amended and Restated Assignment of Trademarks and Service Marks, appeared before me this day in person and acknowledged that (he)(she) signed and delivered the said Amended and Restated Assignment of Trademarks and Service Marks as (his)(her) free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and seal this 30th day of April,

1999



Patricia G. Bolyard
Notary Public

[NOTARIAL SEAL]

My Commission Expires: August 9, 2001

SCHEDULE I

AMPRO

SER. NUMBER: 73-736,988

REG. NUMBER: 1,543,348

STATUS: REGISTERED

REG. DATE: JUN 13, 1989

INT. CLASSES: 9 (ELECTRICAL AND SCIENTIFIC APPARATUS)

GOODS/SERVICES: VIDEO AND ELECTRONIC INFORMATION DISPLAY
PROJECTORS; TELEVISIONS; COMPUTER PROGRAMS IN THE FIELD OF VIDEO
AND ELECTRONIC PROJECTION AND DISPLAY

NOVABEAM

SER. NUMBER: 73-237,525

REG. NUMBER: 1,150,916

STATUS: REGISTERED

REG. DATE: APR 14, 1981

INT. CLASSES: 9 (ELECTRICAL AND SCIENTIFIC APPARATUS)

GOODS/SERVICES: PROJECTION TELEVISION APPARATUS

STATUS: Not presently being used

NOVATRON

SER. NUMBER: 73-237,380

REG. NUMBER: 1,152,272

STATUS: REGISTERED

REG. DATE: APR 28, 1981

INT. CLASSES: 9 (ELECTRICAL AND SCIENTIFIC APPARATUS)

GOODS/SERVICES: TELEVISION COLOR TUBES

STATUS: Not presently being used

Exhibit A

**AMENDED AND RESTATED GENERAL
INTANGIBLES MORTGAGE AND SECURITY AGREEMENT**

THIS AMENDED AND RESTATED GENERAL INTANGIBLES MORTGAGE AND SECURITY AGREEMENT is made and entered into as of April 22, 1999, between AMPRO SYSTEMS CORPORATION, also known as AMPRO CORPORATION, a Delaware corporation, as debtor and debtor-in-possession under chapter 11 of the Bankruptcy Code ("Mortgagor"), and TRANSAMERICA BUSINESS CREDIT CORPORATION, a Delaware corporation ("Secured Party").

W I T N E S S E T H :

WHEREAS, on April 12, 1999, Mortgagor filed a voluntary petition with the Bankruptcy Court (this and other capitalized terms used herein and not otherwise defined herein shall have the meaning set forth in the Amended and Restated Loan Agreement referred to below) initiating the Case and has continued in the possession of its assets and in the management of its business pursuant to Sections 1107 and 1108 of the Bankruptcy Code; and

WHEREAS, AmPro Corporation, also known as AmPro Systems Corporation ("AmPro"), entered into a Loan and Security Agreement dated November 4, 1994 (as amended, supplemented or otherwise modified before the date of the Amended and Restated Loan Agreement, the "Existing Loan Agreement"); and

WHEREAS, under the Existing Loan Agreement, Secured Party made (i) a term loan to AmPro in the original principal amount of \$1,200,000 (the "Prepetition Term Loan") and (ii) revolving loans to AmPro of up to a maximum principal amount of \$6,300,000; and

WHEREAS, in connection with the execution and delivery of the Existing Loan Agreement, AmPro executed and delivered a General Intangibles Mortgage and Security Agreement dated as of November 4, 1994 (the "Existing General Intangibles Mortgage and Security Agreement") in favor of Secured Party; and

WHEREAS, Mortgagor and Secured Party, have entered into an Amended and Restated Loan and Security Agreement dated as of the date hereof (the "Amended and Restated Loan Agreement"); and

WHEREAS, pursuant to the Revolving Loan, Mortgagor has received and will receive Advances and other financial accommodations from Secured Party; and

WHEREAS, in order to induce Secured Party to make the Revolving Loan and other financial accommodations to Mortgagor as provided in the Amended and Restated Loan Agreement, Mortgagor has agreed to reaffirm, ratify and grant to Secured Party security and assurance in order to secure the payment and performance by it of all the Prepetition Debt and the obligations of Mortgagor under the Amended and Restated Loan Agreement and the other Loan Documents (collectively, the "Obligations"), and to that effect to grant to Secured Party a first priority security interest and mortgage, subject only to Liens in favor of Secured Party in existence before the date of this Amended and Restated General Intangibles Mortgage and Security Agreement (the "Prior Liens"), in and on all of the now existing and hereafter created or acquired patents, copyrights, trademarks, trade names, trade service styles, service marks, and all licenses, permits and authorizations required by law that may be necessary to own Mortgagor's property and conduct its business as it is presently conducted or as Mortgagor intends to conduct it hereafter, and the entire goodwill of the business of Mortgagor connected with and symbolized by such trademarks, service marks and trade names and all of the other general intangibles of Mortgagor;

NOW, THEREFORE, in order to secure all present and future Obligations of Mortgagor to Secured Party, and the payment and performance of all Obligations of Mortgagor herein, in the Amended and Restated Loan Agreement and the other Loan Documents, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor hereby irrevocably grants, assigns, bargains, mortgages, pledges and creates a security interest having priority over all other security interests, other than the Prior Liens, unto Secured Party, with power of sale upon the occurrence of an Event of Default under the Amended and Restated Loan Agreement, of all of Mortgagor's right, title and interest in and to all General Intangibles (as hereinafter defined) including, without limitation, all of the entire right, title and interest of Mortgagor throughout the world in and to:

(a) The United States Patents and applications for patents described on Exhibit A annexed hereto and all other United States patents and all applications for patents or like protection of Mortgagor now existing or hereafter filed or acquired;

(b) The inventions disclosed and/or claimed in all of the said United States and foreign patents and applications for patents, and all other inventions now owned by Mortgagor or hereinafter made, created or acquired by or for Mortgagor whether or not any of said inventions are patentable;

(c) All other applications for patent or like protection of any of said inventions that have now or may in the future be filed by Mortgagor, or by the assignor(s) of the rights to said inventions to Mortgagor, whether in the United States or in any other country or place anywhere in the world;

(d) All other patents or like protection including, without limitation, patents for computer software programs, that have been or may in the future be granted on any of the aforesaid inventions and/or applications, to Mortgagor, or to any assignor of the rights to any such invention to Mortgagor, whether in the United States or in any other country or place anywhere in the world;

(e) The United States copyrights and applications for copyrights described on Exhibit B annexed hereto, and the copyrights and applications for copyrights in other countries described on Exhibit B annexed hereto, and all other copyrights of Mortgagor, including, without limitation, copyrights for computer software programs, now existing or hereafter acquired, whether or not the underlying works of authorship have been published and whether said copyrights are statutory or arise under the common law, all applications of Mortgagor for copyright presently existing or hereafter filed or acquired and all works of authorship and other intellectual property rights now owned or hereafter created by or for, or acquired by Mortgagor;

(f) The United States registered Trademarks and applications for registrations of trademarks described on Exhibit C annexed hereto, and the trademarks and applications for registrations of trademarks in other countries described on Exhibit C annexed hereto, and all other trademarks, service marks and applications to register the same of Mortgagor, whether registered or unregistered and wherever registered, now existing or hereafter arising, created or acquired by Mortgagor;

(g) All renewals, reissues, continuations, extensions or the like of any patents, copyrights, trademarks, service marks and like protection, including without limitation, those obtained or permissible under past, present and future laws and statutes;

(h) All rights of action on account of past, present and future unauthorized use of any of said inventions, copyrights, trademarks or service marks and for infringement of said patents, copyrights, trademarks or service marks and like protection;

(i) The right to file and prosecute applications for patents, copyrights, and for registration of trademarks and service marks on any of said inventions, copyrights, trademarks, service marks or for similar intellectual property in the United States or any other country or place anywhere in the world;

(j) The entire goodwill of the business of Mortgagor connected with and symbolized by the trademarks, service marks, trade names and the other general intangibles of Mortgagor;

(k) All of Mortgagor's trade names, customer lists, trade secrets, corporate and other business records, license rights, advertising materials, operating manuals, methods, processes, know-how, sales literature, drawings, specifications, descriptions, inventions, name plates, catalogs, dealer contracts, supplier contracts, distributor agreements, confidential information, consulting agreements, engineering contracts, and all other assets which uniquely reflect the goodwill of the business of Mortgagor to which said general intangibles relate; and

(l) All other intangible property specified in the Amended and Restated Loan Agreement and not otherwise specified herein; and

(m) All of the proceeds of any of the foregoing (the intangible assets enumerated in sub-paragraphs (a) through (m) being hereinafter collectively referred to as the "General Intangibles").

TO HAVE AND TO HOLD the same unto Secured Party, its successors and assigns, forever; provided, however, that the mortgage, lien and security interest on and in the General Intangibles granted to Secured Party hereunder are upon the express condition that if Mortgagor shall pay and discharge the Obligations in accordance with the terms thereof, and all other sums that may be secured thereby, and the Amended and Restated Loan Agreement shall be terminated, then this Amended and Restated General Intangibles Mortgage and Security Agreement and the mortgage, lien and security interest hereby granted shall cease, terminate and be void, and the entire right and interest in said General Intangibles created by this Amended and Restated General Intangibles Mortgage and Security Agreement shall be released (at Mortgagor's expense) to Mortgagor, otherwise this Amended and Restated General Intangibles Mortgage and Security Agreement is to remain in full force and effect.

MORTGAGOR AGREES that in addition to the rights and remedies given to Secured Party under the Amended and Restated Loan Agreement upon the occurrence of any Event of Default under

the Amended and Restated Loan Agreement, Secured Party shall have the rights and remedies of a secured party under the Uniform Commercial Code, including the power to sell, assign and convey the General Intangibles, in whole or in part, for cash or on credit, at public sale or private sale. Secured Party may be the purchaser of any or all of the General Intangibles at any sale and shall be entitled, for the purpose of bidding and making settlement or payment of the purchase price for all or any portion of the General Intangibles sold at such sale, to use and apply any of the Obligations as a credit on account of the purchase price of any General Intangibles payable at such sale. Each purchaser at any such sale shall hold the property sold absolutely free from any claim or right on the part of Mortgagor, and Mortgagor hereby waives (to the fullest extent permitted by law) all rights of redemption, stay and/or appraisal that it now has or may at any time in the future have under any rule of law or statute now existing or hereafter enacted. Mortgagor agrees that, to the extent notice of sale shall be required by law, twenty (20) days' notice to Mortgagor of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notice. Secured Party shall not be obligated to make any sale of General Intangibles regardless of notice of sale having been given. Secured Party may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned. Mortgagor hereby waives any claims against Secured Party arising by reason of the fact that the price at which any General Intangibles may have been sold at such a private sale was less than the price that might have been obtained at a public sale, even if Secured Party accepts the first offer received and does not offer such General Intangibles to more than one offeree. For such purposes and in the event of any Mortgagor's default hereunder or the occurrence of any Event of Default under the Amended and Restated Loan Agreement, Mortgagor hereby authorizes and empowers Secured Party to make, constitute and appoint any officer or agent of Secured Party as Secured Party may select, in its exclusive discretion, as Mortgagor's true and lawful attorney-in-fact, with the power to endorse Mortgagor's name on all applications, documents, papers and instruments as may be necessary for Secured Party to have the full benefit of this Amended and Restated General Intangibles Mortgage and Security Agreement, including, but not limited to, the full right consistent with applicable law, to use the General Intangibles described herein or to grant or issue any exclusive or non-exclusive license under such General Intangibles to anyone else, or as may be necessary for Secured Party to assign, pledge, convey or otherwise transfer title in and to or otherwise dispose of the General Intangibles. Mortgagor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Amended and Restated General Intangibles Mortgage and

Security Agreement, the Amended and Restated Loan Agreement, and until all Mortgagor's Obligations are satisfied in full.

MORTGAGOR FURTHER AGREES (a) while a secured party or mortgagee, Secured Party shall have no obligation or responsibility to protect or defend the General Intangibles or the right to use thereof, and Mortgagor shall, at its own expense, protect, defend and maintain the same to the full extent advisable for its business including, in the case of any General Intangibles which are copyrights or patents for computer software programs, maintaining all user and system documentation, a copy of the most recent version of object code and a copy of the fully narrated source code for the software programs in a place which is accessible to Secured Party, the location of which Mortgagor will designate in writing to Secured Party, and (b) to use its best efforts to detect any infringers of the rights described herein and shall forthwith advise Secured Party in writing of material infringements detected, and (c) if Mortgagor fails to comply with the foregoing, Secured Party may do so in Mortgagor's name to the extent permitted by law, but at Mortgagor's expense, and Mortgagor hereby agrees to reimburse Secured Party in full for all expenses, including reasonable attorneys' fees, incurred by Secured Party in protecting, defending and maintaining the General Intangibles.

MORTGAGOR FURTHER AGREES and covenants that it will, at its own expense, notify its successors and assigns, execute all papers and perform such other acts as may be reasonably necessary to give Secured Party, its successors, assigns and participants, the full benefit of this Amended and Restated General Intangibles Mortgage and Security Agreement.

Mortgagor hereby represents, warrants, covenants and agrees that:

(a) Except for the security interest granted to Secured Party hereby, and except as set forth in Exhibits 8.14 and 8.15 to the Amended and Restated Loan Agreement, it is and will continue to be the owner of all the General Intangibles free from any adverse claim, security interest or encumbrance in favor of any person other than Secured Party.

(b) It has the full right and power to grant the security interest in its General Intangibles made hereby.

(c) It has made no previous assignment, transfer or agreements in conflict herewith or constituting a present or future assignment, transfer, or encumbrance on any of the General Intangibles.

(d) Except for the lien instruments filed or to be filed with the United States Patent and Trademark Office or the United States Office of Copyrights, Library of Congress, in respect to the security interest granted to Secured Party hereby, there is no financing statement or other document or instrument now signed or on file in the United States Patent and Trademark Office or the United States Office of Copyrights, Library of Congress, covering any part of the General Intangibles, and so long as any of the Obligations remain outstanding under the Amended and Restated Loan Agreement, it will not execute, and there will not be on file in the United States Patent and Trademark Office or the United States Office of Copyrights, Library of Congress, any such financing statement or other document or instruments.

(e) Subject to any written limitation stated therein or in connection therewith, all information furnished to Secured Party concerning the General Intangibles and proceeds thereof, or otherwise for the purpose of obtaining the Revolving Loan, is or will be at the time the same is furnished, accurate and correct in all material respects.

(f) To the best of Mortgagor's knowledge and belief after due inquiry, no material infringement or unauthorized use presently is being made of any General Intangibles.

Throughout the term of this Amended and Restated General Intangibles Mortgage and Security Agreement, Mortgagor shall diligently prosecute all applications for patents, copyrights and trademarks and shall file and prosecute any and all continuations, continuations-in-part, applications for reissue, applications for certificate of correction and like matters as shall be reasonably indicated to be desirable from facts available to it from time to time during the term of this Amended and Restated General Intangibles Mortgage and Security Agreement, and Mortgagor shall bear the entire cost of all such filing and proceedings. Mortgagor agrees to retain an experienced and reputable copyright and trademark counsel approved by Secured Party for the filing and prosecution of all such applications and other proceedings.

Mortgagor agrees to pay when due all fees, including license fees, taxes and other expenses which shall be incurred or which shall accrue with respect to any of the patents or patent applications, copyrights and copyright applications, trademarks and trademark applications and know-how within the General Intangibles.

Mortgagor shall not allow any patent, copyright, trademark, trade name, service mark or any application for patent, copyright, trademark or like protection included within the General Intangibles to become abandoned, nor any patent, copyright, trademark or like protection to be forfeited or dedicated to the public without the express written approval of Secured Party and any license thereof by Mortgagor shall be legally sufficient to prevent any abandonment, forfeiture or dedication to public use. In the event any pending or hereafter filed patent or trademark application, other than trademark renewal applications, has been finally rejected by the United States Patent and Trademark Office and Mortgagor has exhausted its administrative remedies, Mortgagor may abandon the same after 'sixty (60) days' written notice to Secured Party, who may thereafter at its own expense pursue judicial appeals. Mortgagor shall cooperate in any such appeal.

Secured Party may, upon prior notice to Mortgagor, at its option, whether before or after default, but without obligation to do so, discharge taxes, liens, or security interests or other encumbrances at any time levied or placed upon the General Intangibles, or pay for maintenance or preservation of the General Intangibles, or pay any other fee, attorneys' fee or other expenses necessary to preserve and protect the assignment and security interest hereby granted.

Mortgagor shall be liable for and shall pay (i) all reasonable out-of-pocket expenses incurred by Secured Party in connection with the preparation of this Amended and Restated General Intangibles Mortgage and Security Agreement, and with any amendments, modifications or waivers of the provisions hereof (whether or not the transactions contemplated hereby shall be consummated), (ii) all reasonable expenses incurred by Secured Party in connection with the enforcement of the rights of Secured Party in connection with this Amended and Restated General Intangibles Mortgage and Security Agreement and (iii) except to the extent resulting from Secured Party's intentional misconduct, all damages and reasonable expenses incurred by Secured Party with respect to any action which may be instituted by any Person against Secured Party in respect of or in connection with this Amended and Restated General Intangibles Mortgage and Security Agreement or as a result of any transaction, action or non-action arising from this Amended and Restated General Intangibles Mortgage and Security Agreement; including, in each such case, without limitation, the reasonable fees and disbursements of counsel for Secured Party.

Any provisions hereof found to be invalid under the law of the United States of America, the State of New York or any other State having jurisdiction, shall be invalid only with respect to the offending provision. All words used herein shall be construed to be of such gender or number as the circumstances require. This Amended and Restated General Intangibles Mortgage

and Security Agreement shall be binding upon the successors or assigns of the parties hereto, but shall inure to the benefit of the successors, assigns or participants of Secured Party only. **THE LAW OF THE STATE OF NEW YORK SHALL, EXCEPT TO THE EXTENT THE CREATION OR PERFECTION OF A SECURITY INTEREST IS REQUIRED TO BE GOVERNED BY FEDERAL LAW, APPLY TO THIS AMENDED AND RESTATED GENERAL INTANGIBLES MORTGAGE AND SECURITY AGREEMENT AND ITS CONSTRUCTION AND INTERPRETATION.**

Secured Party shall permit Mortgagor to control and manage the General Intangibles in the operation of Mortgagor's business including rights of manufacture, use and sale granted by said General Intangibles, and to receive and use the income, revenue and profits arising from said General Intangibles and the proceeds thereof in the same manner and with the same effect as if this Amended and Restated General Intangibles Mortgage and Security Agreement had not been made so long as Mortgagor shall pay and satisfy the Obligations secured by this Amended and Restated General Intangibles Mortgage and Security Agreement.

Until the occurrence of an Event of Default, Mortgagor may continue to use the General Intangibles in the ordinary course of its business, subject, however, to the rights of Secured Party in respect of the General Intangibles.

The rights and remedies of Secured Party under this Amended and Restated General Intangibles Mortgage and Security Agreement shall be cumulative and non-exclusive of any other rights or remedies which it may have under any other agreement or instrument, by operation of law or otherwise.

This Amended and Restated General Intangibles Mortgage and Security Agreement amends and restates, and supersedes the terms and conditions of, the Existing General Intangibles Mortgage and Security Agreement.

IN WITNESS WHEREOF, Mortgagor has caused this Amended and Restated General Intangibles Mortgage and Security Agreement to be duly executed as of the day and year first above written.

AMPRO SYSTEMS CORPORATION

By: _____
Name:
Title:

EXHIBIT A

US PAT NO: 4,433,962¹
DATE ISSUED: Feb. 28, 1984
DATE ABANDONED: Feb. 28, 1994
TITLE: Process for making envelope for projection television tube
INVENTOR: Henry E. Kloss, 174 Brattle St.,
Cambridge, MA 02133

US PAT NO: 4,417,273¹
DATE ISSUED: Nov. 22, 1983
DATE ABANDONED: Nov. 24, 1995
TITLE: Video projection system
INVENTOR: Henry E. Kloss, Cambridge, MA

US PAT NO: 4,409,515¹
DATE ISSUED: Oct. 11, 1983
DATE ABANDONED: Oct. 11, 1993
TITLE: Projection television tube and process for forming same
INVENTOR: Henry E. Kloss, 174 Brattle St.,
Cambridge, MA 02133

US PAT NO: D 267,875¹
DATE ISSUED: Feb. 8, 1983
TITLE: Projection television unit
INVENTOR: Bernard Mitchell, Upper Saddle River, NJ
John F. Price, Peabody, MA

US PAT NO: 4,365,183¹
DATE ISSUED: Dec. 21, 1982
DATE ABANDONED: Dec. 21, 1992
TITLE: Projection television tube and process for forming same
INVENTOR: Henry E. Kloss, 174 Brattle St.,
Cambridge, MA 02138

US PAT NO: 5,140,448
DATE ISSUED: Aug. 18, 1992
TITLE: Apparatus for and method of operation of smectic liquid crystal light valve having scattering centers
INVENTOR: Matthew Bone, San Jose, CA
David E. Slobodin, Saratoga, CA
Duane A. Haven, Cupertino, CA
Michael Stefanov, Lynn Haven, FL
Frederic J. Kahn, Palo Alto, CA

¹ Registered in the name of AMPRO Corporation, a Massachusetts corporation.

US PAT NO: 5,138,368
DATE ISSUED: Aug. 11, 1992
TITLE: Fabrication of printed wiring boards by projection imaging
INVENTOR: Frederic J. Kahn, Palo Alto, CA
Neil G. Bergstrom, Oakland, CA
David E. Stepner, Cupertino, CA

US PAT NO: 5,116,110
DATE ISSUED: May 26, 1992
TITLE: Partially coherent optical system with scattering type object
INVENTOR: Frederic J. Kahn, Palo Alto, CA

US PAT NO: 5,111,513
DATE ISSUED: May 5, 1992
TITLE: Projected image linewidth correction apparatus and method
INVENTOR: James B. Turner, Menlo Park, CA
Roderick J. McInnis, Milpitas, CA

US PAT NO: 5,085,506
DATE ISSUED: Feb. 4, 1992
TITLE: Apparatus and method of forming and projecting high precision optical images
INVENTOR: Frederic J. Kahn, Palo Alto, CA
Paul N. Kendrick, Sunnyvale, CA
Jerry Leff, Saratoga, CA
Linden J. Livoni, Los Gatos, CA
Bryan E. Loucks, Los Altos Hills, CA
David E. Stepner, Cupertino, CA
Kenneth G. Witte, San Jose, CA

US PAT NO: 5,084,777
DATE ISSUED: Jan. 28, 1992
TITLE: Light addressed liquid crystal light valve incorporating electrically insulating light blocking material of a-SiGe:H
INVENTOR: David E. Slobodin, Los Altos, CA

US PAT NO: 5,083,854
DATE ISSUED: Jan. 28, 1992
TITLE: Spatial light modulator with improved aperture ratio
INVENTOR: Ronald F. Zampolin, Santa Clara County, CA
Bryan E. Loucks, Santa Clara County, CA

US PAT NO: 5,080,467
DATE ISSUED: Jan. 14, 1992
TITLE: Biphenyl derivatives for photostabilization
in pulsed optical darkening apparatus and
method
INVENTOR: Frederic J. Kahn, Palo Alto, CA
Richard Albert, San Jose, CA
Jerry Leff, Saratoga, CA
Evan D. Laganis, Wilmington, DE
Howard Simmons, III, Newark, NJ

US PAT NO: 5,073,830
DATE ISSUED: Dec. 17, 1991
TITLE: High-efficiency polarized light source
INVENTOR: Bryan E. Loucks, Los Altos Hills, CA

US PAT NO: 5,056,895
DATE ISSUED: Oct. 15, 1991
TITLE: Active matrix liquid crystal light valve
including a dielectric mirror upon a leveling
layer and having fringing fields
INVENTOR: Frederic J. Kahn, Palo Alto, CA

US PAT NO: 5,040,879
DATE ISSUED: Aug. 20, 1991
DATE ABANDONED: Aug. 20, 1997
TITLE: Variable density optical filter
INVENTOR: Duane A. Haven, Cupertino, CA

US PAT NO: 5,014,326
DATE ISSUED: May 7, 1991
DATE ABANDONED: May 7, 1997
TITLE: Projected image linewidth correction
apparatus and method
INVENTOR: James B. Turner, Menlo Park, CA
Roderick J. McInnis, Milpitas, CA

US PAT NO: 4,969,734²
DATE ISSUED: Nov. 13, 1990
DATE ABANDONED: Nov. 13, 1996
TITLE: Apparatus and method of forming and projecting high precision optical images
INVENTOR: Frederic J. Kahn, Palo Alto, CA
Paul N. Kendrick, Sunnyvale, CA
Jerry Leff, Saratoga, CA
Linden J. Livoni, Los Gatos, CA
Bryan E. Loucks, Los Alto Hills, CA
David E. Stepner, Cupertino, CA
Kenneth G. Witte, San Jose, CA

US PAT NO: 4,775,221
DATE ISSUED: Oct. 4, 1988
TITLE: Method of and apparatus for controlling temperature of a liquid crystal cell
INVENTOR: James A. Baumgartner, Jr., San Jose, CA

US PAT NO: 4,701,018
DATE ISSUED: Oct. 20, 1987
DATE ABANDONED: Oct. 20, 1993
TITLE: Apparatus for mounting two lasers to produce parallel or colinear beams
INVENTOR: Bryan E. Loucks, Los Altos Hills, CA

US PAT NO: 4,818,098³
DATE ISSUED: Apr. 4, 1989
DATE ABANDONED: Apr. 4, 1995
TITLE: A & M of forming and projecting high resolution optical images
INVENTOR: Frederick J. Kahn, Palo Alto, CA

US PAT APPLICATION NO: 08/095,281
DATE FILED: Aug. 20, 1993
TITLE: A photo addressed turntable birefringence mode liquid light
INVENTOR: Matthew Bone, San Jose, CA
STATUS OF PATENT: Application Abandoned

² A search of the records of the United States Patent and Trademark Office reflects a security interest in this patent granted by IBM Information Products Corporation to Morgan Bank (Delaware), as Security Agent. This filing appears to be mistaken and the security interest to be invalid.

³ Registered in the name of Greyhawk Systems, Inc.

US PAT NO: 5,394,254
DATE FILED: Feb. 28, 1995
TITLE: Light valve projector assembly including fiber optic plate
INVENTOR: Liang T. Chen, Portland, OR

US PAT NO: 5,374,968
DATE FILED: Dec. 20, 1994
TITLE: Optics for a single lens video projector
INVENTOR: Duane A. Haven, Cupertino, CA

US PAT NO: 5,365,287
DATE FILED: Nov. 15, 1994
TITLE: Three-color, two-elevation optics for a single lens system
INVENTOR: David Vollmer, Santa Cruz, CA

US PAT NO: 4,775,788³
DATE ISSUED: Oct. 4, 1988
DATE ABANDONED: Oct. 4, 1994
TITLE: Apparatus for detecting the position of a rotating element
INVENTOR: Robert Harshberger, San Jose, CA

US PAT NO: 4,799,770³
DATE ISSUED: Jan. 24, 1989
DATE ABANDONED: Jan. 24, 1995
TITLE: Liquid crystal cell 4 image projection
INVENTOR: Unknown

US PAT NO: 4,802,752³
DATE ISSUED: Feb. 7, 1989
DATE EXPIRED: Jan. 31, 1992
DATE ABANDONED: Feb. 7, 1995
TITLE: M of & A for mounting a mirror to a rotatable shift
INVENTOR: Noah Anglin, San Jose, CA
STATUS OF RENEWAL OF PATENT: Abandoned

US PAT NO: 4,705,996³
DATE ISSUED: Nov. 10, 1987
DATE ABANDONED: Nov. 10, 1993
TITLE: Apparatus for positioning a rotating element
INVENTOR: Robert Harshberger, San Jose, CA

US PAT NO: 4,151,554⁴
DATE ISSUED: Apr. 24, 1979
DATE EXPIRED: Apr. 24, 1996
TITLE: Liquid coupled color-television image projector
INVENTOR: Arthur R. Tucker, Titusville, FL

US PAT NO: 4,612,582⁴
DATE ISSUED: Sept. 16, 1986
DATE ABANDONED: Sept. 16, 1996
TITLE: Liquid cooled cathode ray tube assembly for video image projection systems
INVENTOR: Arthur R. Tucker, Titusville, FL

US PAT SERIAL NO: 07/818,640
DATE FILED: Jan. 6, 1992
TITLE: Light blocking layers germanium alloys
STATUS OF PATENT: Claims Disallowed

US PAT SERIAL NO: 07/436,447
DATE FILED: Nov. 14, 1989
TITLE: Matrix addressed liquid crystal light valve
STATUS OF PATENT: Application Abandoned

US PAT SERIAL NO: 07/611,126
DATE FILED: Nov. 14, 1990
TITLE: Matrix addressed liquid crystal light valve-two
STATUS OF PATENT: Claims Disallowed

US PAT SERIAL NO: 07/436,483
DATE FILED: Nov. 14, 1989
TITLE: Greyscale in photoaddressed ferroelectric LCLV displays
STATUS OF PATENT: Application Abandoned

US PAT SERIAL NO: 07/602,505
DATE FILED: Oct. 24, 1990
TITLE: Apparatus for and method of operation of smectic liquid crystal light valve

⁴ Registered in the name of Electronic Systems Products, Inc.

EXHIBIT B

None.

EXHIBIT C

AMPRO

SER. NUMBER: 73-736,988 REG. NUMBER: 1,543,348
STATUS: REGISTERED REG. DATE: JUN 13, 1989
INT. CLASSES: 9 (ELECTRICAL AND SCIENTIFIC APPARATUS)
GOODS/SERVICES: VIDEO AND ELECTRONIC INFORMATION
DISPLAY PROJECTORS; TELEVISIONS; COMPUTER PROGRAMS IN THE FIELD
OF VIDEO AND ELECTRONIC PROJECTION AND DISPLAY

NOVABEAM

SER. NUMBER: 73-237,525 REG. NUMBER: 1,150,916
STATUS: REGISTERED REG. DATE: APR 14, 1981
INT. CLASSES: 9 (ELECTRICAL AND SCIENTIFIC APPARATUS)
GOODS/SERVICES: PROJECTION TELEVISION APPARATUS
STATUS: Not presently being used

NOVATRON

SER. NUMBER: 73-237,380 REG. NUMBER: 1,152,272
STATUS: REGISTERED REG. DATE: APR 28. 1981
INT. CLASSES: 9 (ELECTRICAL AND SCIENTIFIC APPARATUS)
GOODS/SERVICES: TELEVISION COLOR TUBES
STATUS: Not presently being used

ESP

SER. NUMBER: None REG. NUMBER: None
STATUS: N/A REG. DATE: None
INT. CLASSES: N/A
STATUS: Not presently being used

ESPRIT

SER. NUMBER: None REG. NUMBER: None
STATUS: N/A REG. DATE: None
INT. CLASSES: N/A
STATUS: Not presently being used

VIDEO BEAM

SER. NUMBER: None

REG. NUMBER: None

STATUS: N/A

REG. DATE: None

INT. CLASSES: N/A

STATUS: Not presently being used