

6-10-99



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To the Honorable Commissioner 101065556

the attached original documents or copy thereof.

1. Name of conveying party(ies):

Lorron Corporation

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

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

3. Nature of conveyance:

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

Execution Date: May 5, 1999

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

Name: The RJA Group, Inc.

Internal Address: _____

Street Address: 616 Atrium Avenue

City: Vernon Hills State: IL ZIP: 60061

Individual(s) citizenship

Association

General Partnership

Limited Partnership

Corporation-State Illinois

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

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

A. Trademark Application No.(s)

B. Trademark registration No.(s)

1,611,688

Additional numbers attached? Yes No

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

Name: Michelle Foy Swierczynski

Internal Address: Bell, Boyd & Lloyd

Street Address: P.O. Box 1135

City: Chicago State: IL ZIP: 60690

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.

Michelle Foy Swierczynski

Name of Person Signing

Michelle Foy Swierczynski

Signature

June 9, 1999

Date

Total number of pages comprising cover sheet: 5

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks

Box Assignments

Washington, D.C. 20231

06/15/1999 DNGUYEN 00000018 1611688

01 FC:481

40.00 DP

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

TRADEMARK SECURITY AGREEMENT

WHEREAS, Lorrone Corporation, a Massachusetts ("Grantor"), owns the Trademarks, Trademark registrations, and Trademark applications listed on Schedule 1 annexed hereto, and is a party to the Trademark Licenses listed on Schedule 1 annexed hereto; and

WHEREAS, Grantor and The RJA Group, Inc., an Illinois corporation (the "Grantee") are parties to a Letter of Intent and Standstill Agreement dated May 1, 1999 (as the same may be amended and in effect from time to time, the "Letter of Intent and Standstill Agreement"), providing for issuance by Grantor of a promissory note dated May 1, 1999 (the "Note") to Grantee in the principal amount of \$40,000 as payment for the loan given by Grantee in favor of Grantor; and

WHEREAS, pursuant to the terms of the Security Agreement dated May 5, 1999 (as said Agreement may be amended and in effect from time to time, the "Security Agreement"), by and among Grantor and Grantee, Grantor has granted to Grantee a security interest in all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), Trademark registrations, Trademark applications and Trademark Licenses (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all proceeds thereof, to secure the payment of all amounts owing by Grantor under the Note Purchase Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee 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 presently existing or hereafter created or acquired:

(1) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;

(2) each Trademark License and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark License; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in Schedule 1 annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in Schedule 1 and the Trademarks licensed under any Trademark License, or (b) 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 Grantee pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and 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 duly authorized officer thereunto as of the 5th day of May, 1999.

LORRON CORPORATION

By: *Ron Messer*
Name: RONALD T. MESSER
Title: PRESIDENT

ACKNOWLEDGED AND ACCEPTED
ON THE DATE FIRST WRITTEN
ABOVE:

THE RJA GROUP, INC.

By: *Martin Reiss*
Name: MARTIN REISS
Title: PRESIDENT

**Schedule 1
To Trademark
Security Agreement**

TRADEMARK REGISTRATIONS

<u>MARK</u>	<u>REG. NO.</u>	<u>DATE</u>	<u>FIRST USE</u>	<u>GOODS</u>
BombCAD	#1,611,688	renewed 8/96		BombCAD Software

TRADEMARK APPLICATIONS

TRADEMARK LICENSES

<u>Name of Agreement</u>	<u>Parties</u>	<u>Date of Agreement</u>

ACKNOWLEDGMENT

STATE OF Virginia §
 § SS.
COUNTY OF Alexandria §

On the 5 day of May, 1999, before me personally appeared Ronald J. Moran to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument as the Trademark Agent of Lorrion Corporation, who being by me duly sworn, did depose and say that he is the President of Lorrion Corporation, the corporation described in and which executed the foregoing instrument; that he signed the said instrument on behalf of said corporation; and that he acknowledged said instrument to be the free act and deed of said corporation.

Ruth L. Lopez
Notary Public

(Seal)

My commission expires:

April 4, 2003