

RECORDATION OF TRADEMARKS

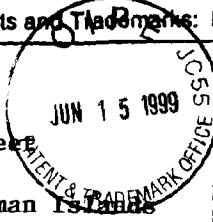


101067372

DEPARTMENT OF COMMERCE
Patent and Trademark Office

Tab settings 0000

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.



1. Name of conveying party(ies):
 Peach State Investments
 Uglan House, South Church Street
 P.O. Box 309
 George Town, Grand Cayman, Cayman Islands

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

2. Name and address of receiving party(ies)
 Name: NationsBank, N.A.
 Internal Address: _____
Independence Center
 Street Address: 101 N. Tryon St., 15th Floor
 City: Charlotte State: NC ZIP: 28255

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

3. Nature of conveyance: MD 6-15-99

Assignment Merger
 Security Agreement Change of Name
 Other _____

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

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

Execution Date: May 4, 1999

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

A. Trademark Application No.(s)
 None

B. Trademark Registration No.(s)
 See attached

Additional numbers attached? Yes No

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

Name: Melissa C. Batten
 Internal Address: McGuire, Woods, Battle & Boothe

 Street Address: 100 N. Tryon Street
Suite 2900

 City: Charlotte State: NC ZIP: 28202

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

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.

Melissa C. Batten
 Name of Person Signing

Melissa C. Batten
 Signature

June 7, 1999
 Date

Total number of pages including cover sheet, attachments, and document: 6

Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patents & Trademarks, Box Assignments
 Washington, D.C. 20231

TRADEMARK
 REEL: 001915 FRAME: 0299

TRADEMARKS AND TRADEMARK APPLICATIONS

TRADEMARKS

<u>Registration No.</u>	<u>Int'l Class</u>	<u>Registration Date</u>	<u>Mark</u>
1,384,068	9, 38, 42	February 25, 1986	Computer Generation

TRADEMARK APPLICATIONS

None

**[SCHEDULE A TO THE COLLATERAL ASSIGNMENT OF A SECURITY
INTEREST IN U.S. PATENTS & TRADEMARKS-PSI]**

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COLLATERAL ASSIGNMENT OF SECURITY INTEREST
IN UNITED STATES PATENTS AND TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Peach State Investments, a Cayman Islands limited liability company (the "**Assignor**"), having its chief executive office at Uglund House, South Church Street, P.O. Box 309, George Town, Grand Cayman, Cayman Islands, hereby collaterally assigns and grants to NATIONSBANK, N.A., as Collateral Agent (the "**Collateral Agent**") for the benefit of (a) NationsBank, N.A., as administrative agent on behalf of the Participants referred to in the Security Agreement (as hereinafter defined), and (b) Compufin Limited (collectively, the "**Secured Parties**"), such Collateral Agent having offices at 101 N. Tryon Street, 15th Floor, Independence Center, Charlotte, North Carolina 28255, a security interest in (all of which are herein collectively referred to as the "**PTO Collateral**") (i) all of the Assignor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications set forth on Schedule A attached hereto (the "**Marks**"), (ii) all of the Assignor's right, title and interest in and to the United States patents and patent applications set forth on Schedule B attached hereto (the "**Patents**"), in each case together with (iii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks and Patents, (iv) the goodwill of the businesses symbolized by the Marks and (v) all causes of action arising prior to or after the date hereof for infringement of any of the Marks and Patents or unfair competition regarding the same.

THIS COLLATERAL ASSIGNMENT is made to secure the full and prompt performance and payment of all the Secured Obligations of the Assignor, as such term is defined in PSI Security Agreement dated as of May 4, 1999 between the Assignor and the Collateral Agent (as amended, supplemented or modified from time to time, the "**Security Agreement**"). Upon the satisfaction of the conditions set forth in Section 2.08(b) of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to Assignor an instrument in writing releasing the collateral assignment and security interest in the PTO Collateral acquired under this Assignment.

THIS COLLATERAL ASSIGNMENT has been granted in conjunction with the security interest granted to the Collateral Agent under the Security Agreement. The rights and remedies of the Collateral Agent with respect to the security interest granted herein are without prejudice to, and are in addition to, those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provision of this Collateral Assignment is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Collateral Assignment as of the 4th day of May, 1999.

PEACH STATE INVESTMENTS, as Assignor

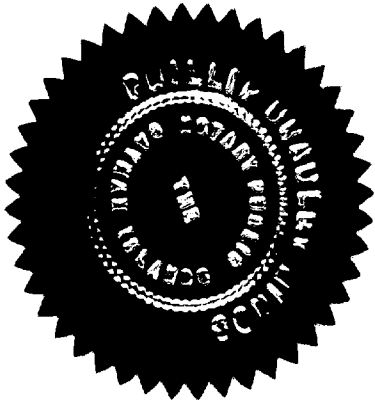
By: *Tony Saville Sneath*
Name: **Tony Saville Sneath**
Title: **Director**

STATE OF Cayman Islands
OF

The foregoing instrument was acknowledged before me this 4th day of May, 1999 by Tony Saville Sneath as a Director of Peach State Investments, a Cayman Islands limited liability company, on behalf of the company.

My commission expires: 31 January 2000

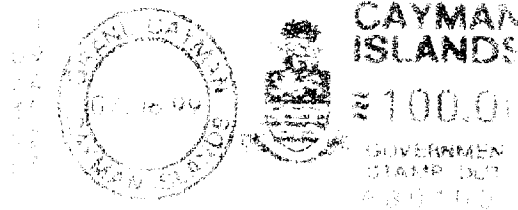
Notarial Seal



[Signature]
Notary Public

NATIONSBANK, N.A.,
as Collateral Agent

By: _____
Name:
Title:



IN WITNESS WHEREOF, the undersigned have executed this Collateral Assignment as of the 4th day of May, 1999.

PEACH STATE INVESTMENTS, as Assignor

By: _____

Name:

Title:

STATE OF

_____ OF

The foregoing instrument was acknowledged before me this 4th day of May, 1999 by _____ as _____ of Peach State Investments, a Cayman Islands limited liability company, on behalf of the company.

My commission expires:

Notarial Seal

Notary Public

NATIONSBANK, N.A.,
as Collateral Agent

By: _____ *Asad Zafar*

Name:

Title:

Asad Zafar
Vice President

PATENTS AND PATENT APPLICATIONS

None

**[SCHEDULE B TO THE COLLATERAL ASSIGNMENT OF A SECURITY
INTEREST IN U.S. PATENTS & TRADEMARKS-PSI]**

it Working Documents\K&S Schedules\Schedules to PSI Security Agreement.doc

RECORDED: 06/15/1999

**TRADEMARK
REEL: 001915 FRAME: 0304**

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