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

07-07-1999



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RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

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

JUL 1

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
- Security Agreement  Nunc Pro Tunc Assignment  
Effective Date  
Month Day Year
- Merger
- Change of Name
- Other  Trademark Collateral Assignment

Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name  DISPLAY TECHNOLOGIES, INC.

06 02 1999

Formerly  LA-MAN CORPORATION

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other

Citizenship/State of Incorporation/Organization  NEVADA CORPORATION

Receiving Party

Mark if additional names of receiving parties attached

Name  SOUTHTRUST BANK, NATIONAL ASSOCIATION

DBA/AKA/TA

Composed of

Address (line 1)  P.O. BOX 2554

Address (line 2)

Address (line 3)  BIRMINGHAM

ALABAMA

35290

City

State/Country

Zip Code

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other

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.)

Citizenship/State of Incorporation/Organization

07/07/1999 DNGUYEN 00000108 1844119

FOR OFFICE USE ONLY

01 FC:481  
02 FC:482

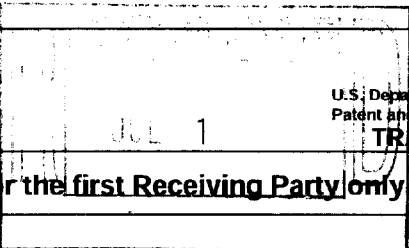
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123.00 DP

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: 001923 FRAME: 0648



**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)		
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<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1359880"/>	<input type="text" value="1328054"/>	<input type="text" value="1287666"/>
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**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.

ROBERT L. WOLTER

June 25, 1999

Name of Person Signing

Signature

Date Signed

**RECORDATION FORM COVER SHEET  
CONTINUATION  
TRADEMARKS ONLY**

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

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

**Conveying Party**

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name

Formerly

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship State of Incorporation/Organization

**Receiving Party**

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual  General Partnership  Limited Partnership

Corporation  Association

Other

Citizenship/State of Incorporation/Organization

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 the Assignment.)

**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)**

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## TRADEMARK COLLATERAL ASSIGNMENT

This Agreement is made on the 2nd day of June 1999 between DISPLAY TECHNOLOGIES, INC., a Nevada corporation formerly known as La-Man Corporation, having a mailing address at 5029 Edgewater Drive, Orlando, FL 32801, LA-MAN CORPORATION, a Nevada corporation having the same mailing address (collectively, the "Assignor") and SOUTHTRUST BANK, NATIONAL ASSOCIATION, a national banking association, with its principal office in Birmingham, Alabama ("Bank"). La-Man Corporation is a new corporation formed after the original La-Man Corporation changed its name to Display Technologies, Inc.

Assignor has executed and delivered its promissory notes and letters of credit (collectively the "Note") to the Bank in the aggregate principal amount of \$15,957,000.00, pursuant to a certain Loan and Security Agreement dated of even date herewith between Assignor and the Bank (as amended from time to time, the "Loan Agreement").

NOW, THEREFORE, in consideration of the premises, Assignor hereby agrees with Bank as follows:

1. To secure the complete and timely satisfaction of all Obligations (as defined in the Loan Agreement), Assignor hereby grants, assigns and conveys to Bank the entire right, title and interest in and to the trademark applications and trademarks listed in Schedule A hereto, and any and all goodwill associated therewith and appurtenant thereto, including without limitation all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, and all rights corresponding thereto throughout the world (collectively called the "Trademarks").

2. Assignor covenants and warrants that:

(a) The Trademarks are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

(b) To the best of Assignor's knowledge, each of the Trademarks is valid and enforceable;

(c) Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks, free and clear of any liens, charges, and encumbrances, including without limitation pledges, assignments, licenses, and covenants by Assignor not to sue third persons; and

(d) Assignor has the unqualified right to enter into this Agreement and perform its terms and has entered and will enter into written agreements with each of its present and future employees, agents and consultants which will enable it to comply with the covenants herein contained.

Except as specifically set forth above, Assignor does not warrant that the Trademarks might not be declared invalid if challenged in court.

TRADEMARK

REEL: 001923 FRAME: 0651

3. Assignor agrees that, until all of the Obligations shall have been satisfied in full, it will not enter into any agreement (for example, a license agreement) which is inconsistent with Assignor's obligations under this Agreement, without Bank's prior written consent, which consent will not be unreasonably withheld or delayed.

4. If, before the Obligations shall have been satisfied in full, Assignor shall obtain rights to any new trademarks or trademark applications, the provisions of paragraph 1 shall automatically apply thereto and Assignor shall give to Bank prompt notice thereof in writing hereof. Assignor shall further execute any and all documents necessary for Bank to secure rights in and to any trademark applications or trademark registrations that it may acquire in the future.

5. Assignor authorizes Bank to modify this Agreement by amending Schedule A to include any future trademarks and trademark applications which are Trademarks under paragraph 1 or paragraph 4 hereof.

6. Unless and until there shall have occurred and be continuing an Event of Default (as defined in the Loan Agreement), Bank hereby grants to Assignor the exclusive, nontransferable right and license under the Trademarks to use the Trademarks for Assignor's own benefit and account and for none other. Assignor agrees not to sell or assign its interest in, or grant any sublicense under, the license granted to Assignor in this paragraph 6, without the prior written consent of Bank, which consent will not be unreasonably withheld or delayed.

7. If any Event of Default shall have occurred and be continuing, Assignor's license under the Trademarks as set forth in paragraph 6, shall terminate forthwith, and the Bank shall have, in addition to all other rights and remedies given it by this Agreement and in the Loan Agreement, those allowed by law, and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks may be located and, without limiting the generality of the foregoing, the Bank may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to Assignor, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, in Birmingham, Alabama, or elsewhere, the whole or from time to time any part of the Trademarks, or any interest which the Assignor may have therein, and after deducting from the proceeds of sale or other disposition of the Trademarks all expenses (including all reasonable expenses for brokers' fees and legal services), shall apply the residue of such proceeds toward the payment of the Obligations. Any remainder of the proceeds after payment in full of the Obligations shall be paid over to the Assignor. Notice of any sale or other disposition of the Trademarks shall be given to Assignor at least five (5) days before the time of any intended public or private sale or other disposition of the Trademarks is to be made, which Assignor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, any holder of any Note or Bank may, to the extent permissible under applicable law, purchase the whole or any part of the Trademarks sold, free from any right of redemption on the part of Assignor, which right is hereby waived and released.

8. If any Event of Default shall have occurred and be continuing, Assignor hereby authorizes and empowers Bank to make, constitute and appoint any officer or agent of Bank, as Bank may select in its exclusive discretion, as Assignor's true and lawful attorney-in fact, with the power to endorse Assignor's name on all applications, documents, papers and instruments necessary for Bank to use the Trademarks, or to grant or issue any exclusive or nonexclusive license under the

Trademarks to any third person, or necessary for Bank to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to any third person. Assignor 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 Agreement.

9. At such time as Assignor shall completely satisfy all of the Obligations, this Agreement shall terminate and Bank shall execute and deliver to Assignor all deeds, assignments and other instruments as may be necessary or proper to re-vest in Assignor full title to the Trademarks, subject to any disposition thereof which may have been made by Bank pursuant hereto.

10. Any and all fees, costs and expenses, of whatever kind or nature including the reasonable attorney's fees and legal expenses incurred by Bank in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Trademarks, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks, shall be borne and paid by Assignor on demand by Bank and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the highest rate prescribed in the Loan Agreement.

11. Assignor shall have the duty, through counsel acceptable to Bank, to prosecute diligently any trademark applications of the Trademarks pending as of the date of this Agreement or thereafter until the Obligations shall have been paid in full, to preserve and maintain all rights in trademark applications and trademarks of the Trademarks, including without limitation filing renewal applications, affidavits as required under 15 U.S.C. §§1058 and §§1065, and all filing fees associated therewith. Any expenses incurred in connection with such an application shall be borne by Assignor. The Assignor shall not abandon any right to file a trademark application, or any pending trademark application or trademark without the consent of the Bank, which consent shall not be unreasonably withheld.

12. Assignor shall have the right, with the consent of Bank, which shall not be unreasonably withheld, to bring suit to its own name, and to join Bank, if necessary, as a party to such suit so long as Bank is satisfied that such joinder will not subject it to any risk of liability, to enforce the Trademarks and any licenses thereunder. Assignor shall promptly, upon demand, reimburse and indemnify Bank for all damages, costs and expenses, including legal fees, incurred by Bank pursuant to this paragraph 12.

13. No course of dealing between Assignor and Bank, nor any failure to exercise, nor any delay in exercising, on the part of Bank, any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

14. All of Bank's rights and remedies with respect to the Trademarks, whether established hereby or by the Loan Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently.

15. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any clause or provision of this Agreement in any jurisdiction.

16. This Agreement is subject to modification only by a writing signed by the parties, except as provided in paragraph 5.


17. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

18. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Florida.


WITNESS the execution hereof under seal as of the day and year first above written.

**ASSIGNOR:**

**DISPLAY TECHNOLOGIES, INC.**, a Nevada corporation formerly known as La-Man Corporation

By:   
William Brandner  
President/Chief Executive Officer

**LA-MAN CORPORATION**, a Nevada corporation

By:   
William Brandner, Chairman

**BANK:**

**SOUTHTRUST BANK, NATIONAL ASSOCIATION**

By:   
S. T. Kamide, Group Vice President

STATE OF ALABAMA  
COUNTY OF Jefferson

Before me personally appeared J. William Brandner, the President and Chief Executive Officer of Display Technologies, Inc., a Nevada corporation formerly known as La-Man Corporation, and the Chairman of La-Man Corporation, a Nevada Corporation, to me well known and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that he executed said instrument for the purposes therein expressed on behalf of the corporation.

WITNESS my hand and official seal, this 2<sup>nd</sup> day of June, 1999.

Carole Starnail Strong  
Notary Public, State of Alabama

My Commission Expires January 30, 2001.

STATE OF ALABAMA  
COUNTY OF Jefferson

Before me personally appeared S. T. Kamide, the Group Vice President of SouthTrust Bank, National Association, to me well known and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that he executed said instrument for the purposes therein expressed on behalf of the corporation.

WITNESS my hand and official seal, this 2<sup>nd</sup> day of June, 1999.

Carole Starnail Strong

Notary Public, State of Alabama

My Commission Expires January 30, 2001.



## **SCHEDULE A**

Registration or Serial No.

Trademark

- |    |           |                             |
|----|-----------|-----------------------------|
| 1) | 1,844,119 | We Make Compressed Air Work |
| 2) | 1,790,935 | Encapulator                 |
| 3) | 1,596,100 | Extractor/Dryer             |
| 4) | 1,359,880 | Extractor                   |
| 5) | 1,328,054 | Pneuguard                   |
| 6) | 1,287,666 | La-Man                      |