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To the Honorable Commissioner of

101085888

ached original documents or copy thereof.

1. Name of conveying party(ies):

Supershuttle International, Inc.

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

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

3. Nature of conveyance:

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

Execution Date: June 17, 1999

2. Name and address of receiving party(ies)

Name: General Electric Capital Corporation

Internal Address: _____

Street Address: 777 Long Ridge Road
Building B, 1st Floor

City: Stamford State: CT ZIP: 06927

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State New York
- 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 patent number(s):

A. Trademark Application No.(s)

75/546,996

B. Trademark Registration No.(s)

1,422,276	1,716,579	2,133,047
1,629,477	2,133,049	
1,629,481	2,133,050	

Additional numbers attached? Yes No

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

Name: Laura E. Goldbard, Esq.

Internal Address: _____

Street Address: Stroock & Stroock & Lavan LLP

180 Maiden Lane

City: New York State: NY ZIP: 10038

6. Total number of applications and registrations involved: _____

8

7. Total fee (37 CFR 3.41).....\$ 215.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

19-4709

(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.

Heather L. Danzig

Laura E. Goldbard

Name of Person Signing

Signature

July 2, 1999

Date

Total number of pages including cover sheet, attachments, and document: 15

15

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

TRADEMARK
REEL: 001925 FRAME: 0966

SUPERSHUTTLE INTERNATIONAL, INC., a Delaware corporation;
SUPERSHUTTLE FRANCHISE CORPORATION, a Delaware corporation;
SUPERSHUTTLE ARIZONA, INC., an Arizona corporation,
SUPERSHUTTLE LEASING, INC. an Arizona corporation;
SUPERSHUTTLE OF SAN FRANCISCO, INC., a California corporation;
SUPERSHUTTLE DFW, INC., a Texas corporation;
SUPERSHUTTLE ORANGE COUNTY, INC., a California corporation;
SUPERSHUTTLE OF AUSTIN, INC., a Texas corporation;
SHUTTLE ASSOCIATES, LLC, a New York limited liability company;
SUPERSHUTTLE LOS ANGELES, INC. a California corporation; and
SHUTTLE EXPRESS, INC., a Maryland corporation.

**ASSIGNMENT FOR SECURITY OF PATENTS,
TRADEMARKS AND COPYRIGHTS**

THIS ASSIGNMENT FOR SECURITY OF PATENTS, TRADEMARKS AND COPYRIGHTS ("Assignment") dated as of June 17, 1999 among SUPERSHUTTLE INTERNATIONAL, INC., a Delaware corporation, SUPERSHUTTLE FRANCHISE CORPORATION, a Delaware corporation, SUPERSHUTTLE ARIZONA, INC., an Arizona corporation, SUPERSHUTTLE LEASING, INC., an Arizona corporation, SUPERSHUTTLE OF SAN FRANCISCO, INC., a California corporation, SUPERSHUTTLE DFW, INC., a Texas corporation, SUPERSHUTTLE ORANGE COUNTY, INC., a California corporation, SUPERSHUTTLE OF AUSTIN, INC., a Texas corporation, SHUTTLE ASSOCIATES, LLC, a New York limited liability company, SUPERSHUTTLE LOS ANGELES, INC., a California corporation, SHUTTLE EXPRESS, INC., a Maryland corporation (each referred to as "Assignor"), in favor of GENERAL ELECTRIC CORPORATION, a New York corporation, as agent ("Agent") for the benefit of Lender Group.

W I T N E S S E T H

WHEREAS, pursuant to the Credit Agreement dated as of the date hereof by and among each Assignor the other Persons named therein as Credit Parties and Lender Group (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lender Group has agreed to make Loans subject to and in accordance with the terms and conditions of the Credit Agreement and the other Loan Documents;

WHEREAS, in order to induce Lender Group to enter into the Credit Agreement and other Loan Documents and to induce Lender Group to make the Loans and provide other financial accommodations as provided for in the Credit Agreement, each Guarantor has pursuant to each Guaranty dated as of the date hereof agreed to guarantee payment of the Guaranteed Obligations;

WHEREAS, pursuant to either a Borrower Security Agreement or Guarantor Security Agreement dated as of the date hereof (collectively referred to as the "Security Agreements"), each Assignor has granted a Lien upon all assets to Agent, for the benefit of Lender Group, including the Intellectual Property, in order to secure the prompt and complete payment and performance of the Obligations;

WHEREAS, each Assignor owns the patents, trademarks, and copyrights, and has rights under the patent licenses, trademark licenses and copyright licenses listed in Schedule 1, and may hereafter own various patents, trademarks, and copyrights, file various patent, trademark, or copyright applications, or be a party to, or an assignee of a party to, various patent, trademark or copyright licenses. Any reference to "Schedule 1" in this Assignment shall refer to Schedule 1 attached hereto, which schedule is incorporated by reference into this Agreement;

WHEREAS, the parties are entering into this Assignment, in addition to the Security Agreements, in order to more fully describe the rights and remedies of Lender Group with respect to the Intellectual Property, and to ensure that Lender Group will realize the full benefits of the rights and remedies that the parties intend to confer upon Lender Group in connection with the Intellectual Property. Nothing contained herein shall be construed to limit Lender Group's rights or remedies under the Security Agreements;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Assignor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given in Annex A to the Credit Agreement. As used in this Assignment, the following terms shall have the respective meanings assigned to them:

(a) "Copyright Licenses" shall mean all rights under any written agreement granting any right to any third party under any Copyright now or hereafter owned by each Assignor, or granting any right to each Assignor under any Copyright now or hereafter owned by any third party, including the copyright licenses listed in Schedule 1.

(b) "Copyrights" shall mean all of the following:

(i) all copyrights, including the copyrights listed in Schedule 1, in any original work of authorship fixed in any tangible medium of expression, now known or later developed, all registrations and applications for registration of any such copyrights in the United States or any other country, including registrations, recordings and applications, and supplemental registrations, recordings, and applications in the United States Copyright Office; and

(ii) all proceeds of the foregoing, including license royalties and proceeds of infringement suits, the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all reissues, extensions or renewals thereof.

(c) "Goodwill" shall mean all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operation and training manuals, customer lists, distribution agreements and general intangibles now or hereafter owned by each Assignor.

(d) "Patent Licenses" shall mean all rights now owned or hereafter acquired by each Assignor under any written agreement granting any right with respect to any invention on which a Patent is in existence, including the patent licenses listed in Schedule 1.

(e) "Patents" shall mean all of the following:

(i) all letters patent of the United States or any other country, all registrations and recording thereof, and all applications in the United States Patent and Trademark Office or in any similar office or agency of the United States or any state or territory thereof, or any other country, including the patents listed in Schedule 1; and

(ii) all proceeds of the foregoing, including license royalties and proceeds of infringement suits, the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof.

(f) "Trademark Licenses" shall mean all rights now owned or hereafter acquired by each Assignor under any written agreement granting any right to use any Trademark or Trademark registration, including the trademark licenses listed in Schedule 1.

(g) "Trademarks" shall mean all of the following:

(i) all trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, proprietary product names or descriptions, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof, including the trademarks listed in Schedule 1; and

(ii) all proceeds of the foregoing, including license royalties and proceeds of infringement suits, the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all renewals thereof.

2. GRANT OF SECURITY INTEREST. Each Assignor hereby grants to Agent, for the benefit of Lender Group, a continuing first priority security interest (subject to Permitted Encumbrances) in all of Assignor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Intellectual Property"):

- (a) each Patent owned and Patent application filed by Assignor, including each Patent listed in Schedule 1;
- (b) each Patent License to which each Assignor is a party (or the assignee of a party), including each Patent License listed in Schedule 1;
- (c) each Trademark License to which each Assignor is a party (or the assignee of a party), including each Trademark License listed in Schedule 1;
- (d) each Trademark to which each Assignor is a party (or the assignee of a party), including each Trademark listed in Schedule 1;
- (e) each Copyright owned and Copyright application filed by such Assignor, including each Copyright listed in Schedule 1;
- (f) each Copyright License to which each Assignor is a party, including each Copyright License listed in Schedule 1;
- (g) the Goodwill associated with: (i) each Patent, Patent application, Trademark, Trademark application, Copyright, and Copyright application, including those listed in Schedule 1; and (ii) each Patent licensed under any Patent License, each Trademark licensed under any Trademark License, and each Copyright licensed under any Copyright License, including those listed in Schedule 1; and
- (h) all products and proceeds of the foregoing, including any claim of such Assignor against third parties for any (i) past, present or future infringement or dilution of any Patent, Trademark or Copyright or of any Patent License, Trademark License or Copyright License and (ii) injury to the Goodwill associated with the foregoing.

3. REPRESENTATIONS AND WARRANTIES. Each Assignor represents and warrants to Agent, for the benefit of Lender Group, that as of the date of this Assignment:

- (a) Each Assignor does not own any Patent, Trademark, or Copyright that is registered with the United States Patent and Trademark Office, the United States Copyright Office, or any similar offices or agencies of the United States, any state or territory thereof, or any other country or political subdivision other than each of the Patents, Trademarks and Copyrights listed in Schedule 1;
- (b) Each Assignor is not a party to, or an assignee of a party to, any Patent License, Trademark License or Copyright License other than each of the Patent Licenses, Trademark Licenses and Copyright Licenses listed in Schedule 1;
- (c) Each Assignor does not own any Patent, Trademark, or Copyright material to the conduct of its business other than the Patents, Trademark registrations, and Copyright

registrations listed in Schedule 1 (except logos, prints, labels, designs, works, and general intangibles that are not and cannot be registered with the United States Patent and Trademark Office or the United States Copyright Office);

(d) Each Assignor has not granted any license, rights or privileges in or to the Intellectual Property to any party, except as otherwise set forth herein;

(e) Each Assignor has notified Agent, in writing, of all prior art (including public uses and sales) with respect to its Patents;

(f) The Trademark registrations listed in Schedule 1 have been duly and properly issued, and are valid and enforceable;

(g) The Patents, Trademark registrations and Copyright registrations listed in Schedule 1 have not been adjudged invalid or unenforceable, in whole or in part by any court of competent jurisdiction;

(h) Each Assignor may practice the inventions described and claimed in the Patents listed in Schedule 1, free and clear of the infringement of or interference with the rights of others;

(i) Each Assignor has not received any threats of action and has not commenced and does not currently intend to commence any suit or action against others in connection with the violation of enforcement of its rights in any of the Intellectual Property;

(j) Each Assignor is and shall at all times remain the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents, Trademark registrations and Copyright registrations listed in Schedule 1, free and clear of any Liens including licenses and covenants by Assignor not to sue third persons, except for (i) the interest of Agent under the Loan Documents, and (ii) Permitted Encumbrances; and

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

4. COVENANTS.

(a) In no event shall each Assignor, either by itself or through any agent, employee, licensee or designee, file an application for the registration of any Intellectual Property with the United States Patent and Trademark Office, the United States Copyright Office, or any similar office or agency in the United States or any other country or any political subdivision thereof without giving Agent prior written notice thereof and, upon the request of Agent, each Assignor shall execute and deliver, for filing with any such office or agency as Agent may reasonably deem appropriate, (i) an Amendment to this assignment adding a description of such

Intellectual Property to Schedule 1 and (ii) any other agreements, Instruments, Documents and papers as Agent may reasonably request to evidence Agent's Lien on such Intellectual Property for the benefit of Lender Group.

(b) Subject to Section 4(a) hereof, each Assignor shall take all necessary actions to maintain and pursue each application, to obtain the relevant registration, and to maintain the registration of all of the Intellectual Property that is material to the conduct of each Assignor's business with the United States Patent and Trademark Office, the United States Copyright Office, or other appropriate filing office or agency in which registration is necessary to protect its rights therein, including the filing of applications for renewal, affidavits of use, affidavits of noncontestability and opposition and interference and cancellation proceedings.

(c) In the event that any of such Assignor's rights under any Intellectual Property are infringed, misappropriated or diluted by a third party, each Assignor (i) shall notify Agent promptly after it learns thereof, (ii) unless each Assignor shall reasonably determine that such Intellectual Property is not material to the conduct of its business, shall promptly sue such party for infringement, misappropriation or dilution and recover any and all damages for such infringement, misappropriation or dilution, and (iii) shall take such other actions as each Assignor shall reasonably deem appropriate under the circumstances to protect such Intellectual Property.

(d) Each Assignor shall promptly notify Agent, in writing, of any suit, action or proceeding brought against it relating to, concerned with or affecting the Intellectual Property or infringement of or interference with another patent, trademark or copyright which, if determined adversely, is likely to have a Material Adverse Effect and shall, upon request by Agent, deliver to Agent a copy of all pleadings, papers, orders, or decrees theretofore or thereafter filed in any such suit, action or proceeding, and shall keep Agent fully advised and informed, in writing, of the progress of any such suit, action or proceeding.

(e) Each Assignor shall notify Agent immediately if it knows or has reason to know (i) that any application or registration relating to any Intellectual Property that is material to the conduct of its business may become abandoned or dedicated or (ii) that there has been or likely may be an adverse determination or development (including the institution of, or any adverse determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office, or any court) regarding (A) its ownership of any Intellectual Property that is material to the conduct of its business, (B) its right to register such Intellectual Property, or (C) its right to keep and maintain such Intellectual Property.

5. AGENT'S APPOINTMENT AS ATTORNEY-IN-FACT. Upon the occurrence and during the continuance of an Event of Default, each Assignor hereby authorizes and empowers Agent to make, constitute and appoint any officer or agent of Agent, as Agent may select in its exclusive discretion, as each Assignor's true and lawful attorney-in-fact, with the power to endorse its name on all applications, documents, papers and instruments necessary for Agent (a) to use the Intellectual Property, (b) to grant or issue to any third party a license or, to the extent permitted by an applicable License, a sublicense, whether general, specifically or

otherwise and whether on an exclusive or non-exclusive basis, of any Intellectual Property throughout the world on such terms and conditions and in such manner as Agent shall, in its sole discretion, determine, or (c) to assign, pledge, convey or otherwise transfer title in or dispose of the Intellectual Property to any third person. Each 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 terms of this Assignment.

6. GRANT OF LICENSE TO USE INTELLECTUAL PROPERTY. For the purpose of enabling Agent to exercise rights and remedies hereunder or under Section 8 of the Security Agreements at such time as Agent shall be lawfully entitled to do so, each Assignor hereby grants to Agent, for the benefit of Lender Group, an irrevocable, non-exclusive license to be effective upon the occurrence and during the continuance of an Event of Default (exercisable without payment of royalty or other compensation to each Assignor) (a) to use, license or sublicense any of the Intellectual Property now owned or hereafter acquired by each Assignor and wherever the same may be located and (b) to have access to all media in which any of the licensed items may be recorded or stored and all computer and automatic machinery software and programs used for the compilation or printout thereof.

7. USE AND PROTECTION OF INTELLECTUAL PROPERTY. Notwithstanding anything to the contrary contained herein, unless an Event of Default has occurred and is continuing, each Assignor may continue to use, exploit, license, enjoy and protect the Intellectual Property in the ordinary course of its business, and Agent shall from time to time execute and deliver, upon the reasonable written request of each Assignor, any and all instruments, certificates or other documents, in the form so requested, that in the reasonable judgment of each Assignor are necessary or appropriate to permit each Assignor to continue to do so.

8. TERMINATION AND RELEASE. On the Termination Date, the rights of Agent hereunder shall terminate and Agent shall execute and deliver to each Assignor all releases, powers of attorney other instruments as may be necessary or proper to terminate the Lien granted to Agent hereunder and to revest in each Assignor full title to the Intellectual Property, subject to any disposition thereof which may have been made by Agent pursuant thereto.

9. INCORPORATION OF SECURITY AGREEMENTS. The security interests granted pursuant to this Assignment for Security of Patents, Trademarks and Copyrights granted in conjunction with the security interests granted to Agent, for the benefit of Lender Group, pursuant to the Security Agreements. Each Assignor hereby acknowledges and affirms that the rights and remedies of Lender Group with respect to the continuing first priority security interest in the Intellectual Property made and granted hereby are more fully set forth in the Security Agreements, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms hereof and the Security Agreements, the terms set forth in the Security Agreements shall control.

IN WITNESS WHEREOF, each Assignor has executed this Assignment for Security of Patents, Trademarks and Copyrights as of the date first set forth above.

SUPERSHUTTLE INTERNATIONAL, INC.

By: Thomas C LaVoy
Name: Thomas C. LaVoy
Title: Chief Financial Officer

SUPERSHUTTLE FRANCHISE CORPORATION

By: Thomas C LaVoy
Name: Thomas C. LaVoy
Title: Chief Financial Officer

SUPERSHUTTLE ARIZONA, INC.

By: Thomas C LaVoy
Name: Thomas C. LaVoy
Title: Chief Financial Officer

SUPERSHUTTLE LEASING, INC.

By: Thomas C LaVoy
Name: Thomas C. LaVoy
Title: Chief Financial Officer

SUPERSHUTTLE OF SAN FRANCISCO, INC.

By: Thomas C LaVoy
Name: Thomas C. LaVoy
Title: Chief Financial Officer

SUPERSHUTTLE DFW, INC.

By: Thomas C LaVoy
Name: Thomas C. LaVoy
Title: Chief Financial Officer

SUPERSHUTTLE ORANGE COUNTY, INC.

By: Thomas C LaVoy
Name: Thomas C. LaVoy
Title: Chief Financial Officer

SUPERSHUTTLE OF AUSTIN, INC.

By: Thomas C LaVoy
Name: Thomas C. LaVoy
Title: Chief Financial Officer

SHUTTLE ASSOCIATES, LLC

By: Thomas C LaVoy
Name: Thomas C. LaVoy
Title: Chief Financial Officer

SUPERSHUTTLE LOS ANGELES, INC.

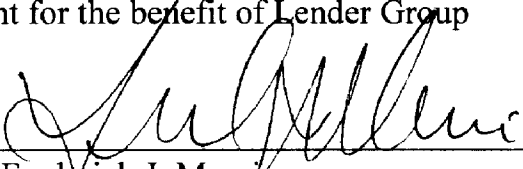
By: Thomas C. LaVoy
Name: Thomas C. LaVoy
Title: Chief Financial Officer

SHUTTLE EXPRESS, INC.

By: 
Name: Thomas C. LaVoy
Title: Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent for the benefit of Lender Group

By: 
Name: Frederick J. Maurice
Title: Vice President

SCHEDULE I

INTELLECTUAL PROPERTY

Patents:

None

Trademark:

1. United States Patent and Trademark Office, Registration No. 1,422,276 registered December 23, 1986 for the service mark "SUPERSHUTTLE" which is held by SuperShuttle International, Inc.
2. United States Patent and Trademark Office, Registration No. 1,629,477 registered December 25, 1990 for the service mark of the lining of a feature of the mark representing the colors blue and yellow of van with the letters "SUPERSHUTTLE" on its side which is held by SuperShuttle International, Inc. The correction of the state of incorporation and address of SuperShuttle International, Inc. stated in the Certificate of Registration is in process.
3. United States Patent and Trademark Office, Registration No. 1,629,481 registered December 25, 1990 for the service mark of the lining of a feature of the mark representing the colors blue and yellow of van with the letters "SUPERSHUTTLE" on its side which is held by SuperShuttle International, Inc. The correction of the state of incorporation and address of SuperShuttle International, Inc. stated in the Certificate of Registration is in process.
4. United States Patent and Trademark Office, Registration No. 1,716,579 registered September 15, 1992 for the service mark "EXECUCAR" which is held by SuperShuttle International, Inc.
5. Mexican Trademark Registration No. 499557 registered March 28, 1995 for the service mark "SUPERSHUTTLE" which is held by SuperShuttle International, Inc.
6. An application for registration has been filed with the Canadian Patent and Trademark Office to register the service mark "SuperShuttle."
7. An application for registration has been filed with the Canadian Patent and Trademark Office to register the service mark of Blue and Yellow Color Combo.
8. An application for registration has been filed with the United States Patent and Trademark Office, Serial No. 75-546,996 for the mark "No More Than 3 Stops."
9. United States Patent and Trademark Office, Registration No. 2133049 registered January 27, 1998 for the service mark "SuperSedan" which is held by SuperShuttle International, Inc.

10. United States Patent and Trademark Office, Registration No. 2133050 registered January 27, 1998 for the service mark "SuperCab" which is held by SuperShuttle International, Inc.

11. United States Patent and Trademark Office, Registration No. 2133047 registered January 27, 1998 for the service mark "SuperTaxi" which is held by SuperShuttle International, Inc.

Copyright:

None

Common Law Trademark Rights

An application with the United States Patent and Trademark Office for the service mark "No More Than Three Stops or Everyone Rides Free" (serial no. 74/200,567) was abandoned prior to completion of registration.

Common Law Copyright Rights

Formal copyright protection with any regulatory agencies has not been filed; however, copyright protection of proprietary information is currently made by clearly marking all such information according to commonly accepted copyright practices thereby enabling SuperShuttle International, Inc. to defend its rights. Such copyright protected materials include: SuperShuttle Operations Manual, SuperShuttle Departmental Guidelines, all advertising materials, proprietary software programs and software manuals.

License Agreements

Contractual rights to the proprietary processes for its cashiering software, RezCentral software, and dispatching software. There is a 10-year exclusive license agreement for its DDS software.

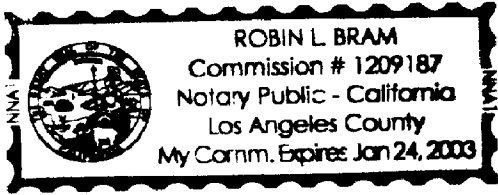
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of Los Angeles } ss.

On June 17, 1999, before me, Robin L. Bram, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared Thomas C. Harvey
Name(s) of Signer(s)

- personally known to me
- 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.



Place Notary Seal Above

WITNESS my hand and official seal.

Robin L. Bram
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Assignment for Security of Patents, Trademarks and Copyrights
Document Date: June 17, 1999 Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: Thomas C. Harvey
 Individual
 Corporate Officer — Title(s): Chief Financial Officer
 Partner — Limited General
 Attorney in Fact
 Trustee
 Guardian or Conservator
 Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER

Top of thumb here