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09-15-1999

FORM PTO-1594 (Rev. 6-93) OMB No. 0651-0011 (exp. 4/96)

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

1. Name of conveying party(ies): Envision Enterprises, L.L.C. Individual(s) Association General Partnership Limited Partnership Corporation-State Other Utah Limited Liability Company

2. Name and address of receiving party(ies) Name: Near North Risk Technologies, Inc. Internal Address: 19th Floor Street Address: 875 North Michigan Avenue 60601 City: Chicago State: IL ZIP: Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Illinois Other

3. Nature of conveyance: Assignment Merger Security Agreement Change of Name Other Execution Date: May 15, 1998

If assignee is not domiciled in the United States, a domestic representative design is attached: Yes No Designations must be a separate document from assignment Additional name(s) & addresses attached? Yes No

4. Application number(s) or patent number(s): A. Trademark Application No.(s) 75/211,053 B. Trademark Registration No.(s)

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Carol Anne Been Internal Address: Sonnenschein Nath & Rosenthal 8000 Sears Tower Street Address: 233 S. Wacker Drive City: Chicago State: IL ZIP: 60606

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)

09/14/1999 HTMA11 00000007 75211053 40.00 DP 09/14/99

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. Carol Anne Been Name of Person Signing Signature Date September 9, 1999

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

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

1. Name of conveying party(ies):

- Individual(s)
- General Partnership
- Corporation-State
- 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: _____

2. Name and address of receiving party(ies)

Name: Near North National Group, Inc.

Internal Address: 19th Floor

Street Address: 875 North Michigan Avenue

City: Chicago State: IL ZIP: 60601

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

If assignee is not domiciled in the United States, a domestic representative designee 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)

B. Trademark Registration No.(s)

Additional numbers attached? Yes No

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

Name: _____

Internal Address: _____

Street Address: _____

City: _____ State: _____ ZIP: _____

6. Total number of applications and registrations involved: _____

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

- 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.

Name of Person Signing

Signature

Date

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

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20540

ASSIGNMENT IN LIEU OF FORECLOSURE

THIS ASSIGNMENT IN LIEU OF FORECLOSURE (the "Assignment in Lieu") is made and entered into as of May 15, 1998 by Envision Enterprises, L.L.C., a Utah limited liability company ("Debtor"), in favor of Near North National Group, Inc., an Illinois corporation ("Creditor"), and Near North Risk Technologies, Inc. ("NNRT").

RECITALS

Debtor hereby acknowledges and confirms the following:

1. Creditor has entered into and executed an Assignment Agreement (the "Assignment Agreement"), dated as of May 15, 1998 with Near North Risk Technologies, Inc., an Illinois corporation.
2. Debtor and Creditor are parties to a Loan Agreement dated as of September 28, 1995 (the "Loan Agreement") pursuant to which Debtor issued its promissory note payable to the order of Creditor in the original principal amount of \$300,000 (the "Original Note").
3. Debtor and Creditor are also parties to a Revolving Loan Agreement dated as of July 23, 1996 (the "Revolving Loan Agreement") pursuant to which Debtor issued its promissory note payable to the order of Creditor in the original principal amount of \$500,000 (the "Revolving Note").
4. In addition to principal, Debtor also owes and has not paid Creditor interest on the Original Note and interest on the Revolving Note.
5. The total outstanding principal and interest due and owing on the Original Note as of March 31, 1998 was in excess of \$366,079 and the total outstanding principal and interest due and owing on the Revolving Note as of March 31, 1998 was in excess of \$562,940 (these amounts together with interest, fees, costs, and all other amounts owed by Debtor to Creditor under the Loan Agreement, Original Note, Revolving Loan Agreement and the Revolving Note are referred to herein as "Obligations").
6. Pursuant to the Loan Agreement, Debtor executed and delivered to Creditor a Security Agreement (the "Security Agreement") and financing statements granting to Creditor a continuing lien upon and security interest in the Claims Management Software as defined in the Security Agreement, developed by Debtor for Creditor and all additions, proceeds, accessions, products and substitutions thereto.
7. On July 23, 1996, Debtor executed and delivered to Creditor, an Amended and Restated Security Agreement (the "Restated Security Agreement") and financing statements, which amended and restated the Security Agreement, granting to Creditor a lien upon and security interest in all now owned and hereafter acquired "Collateral," as defined in the Restated

Security Agreement.

8. On July 23, 1996, Debtor executed and delivered to Creditor, an Intellectual Property Security Agreement (the "IP Agreement") and financing agreements granting to Creditor a lien upon and security interest in all now owned and hereafter acquired "Collateral," as defined in the IP Agreement.

9. On July 23, 1996, Debtor executed and delivered to Creditor, a Software Escrow Agreement (the "Escrow Agreement"), pursuant to which the source code (the "Source Code") for certain software was placed into escrow. After notice and demand, as required under the Escrow Agreement, the Source Code has been delivered to, and is currently in the possession of, the Creditor.

10. The Security Agreement, Restated Security Agreement, IP Agreement and Escrow Agreement, together with all other security agreements, guarantees, and similar documents executed and/or delivered by Creditor in connection with the credit relationship with Creditor are herein referred to as the "Security Documents."

11. Pursuant to the Security Documents, Creditor has a first priority valid and duly perfected lien and security interest in all of the Assets, as defined in this Assignment in Lieu, as well as certain other collateral, which liens are not subject to avoidance, offsets, defenses, counterclaims or subordination.

12. Debtor is in default under the terms of the Loan Agreement, the Original Note, the Revolving Loan Agreement, the Revolving Note and the Security Documents and Creditor has given proper notice of such default and declared the full amount of the Obligations to be due and payable in full immediately.

13. Debtor admits that it has no defenses, offsets or counterclaims with respect to the Obligations.

14. Debtor admits its inability to pay the Obligations and wishes to convey the Assets to Creditor in lieu of foreclosure.

15. Creditor has demanded payment of the Obligations and has declared that it will exercise remedies absent this agreement.

16. The parties desire to resolve these matters as set forth herein.

17. Pursuant to the Assignment Agreement, Creditor is assigning to NNRT its rights relating to the Debtor.

ASSIGNMENT

NOW, THEREFORE, in consideration of the above premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to authority given by the Members of Debtor, Debtor hereby absolutely and irrevocably assigns, transfers, conveys and warrants unto NNRT, its successors and assigns, all of its right, title and interest in, all of its assets, wherever located and whenever acquired, including, without limitation (the "Assets"):

1. All equipment, fixtures and intellectual property, including but not limited to the Source Code;
2. All inventory, including but not limited to all goods held for sale, lease or demonstration or to be furnished under contracts of service, goods leased to others, trade-in and repossessions, raw materials, work in process and materials or supplies used or consumed in Debtor's business;
3. All software owned and licensed by Debtor;
4. All documents related to inventory, software and intellectual property owned by debtor;
5. All general intangibles, accounts, causes of action, contract rights, leases, intellectual property, chattel paper and instruments;
6. All spare and repair parts, special tools, equipment and replacements for any of the foregoing;
7. All returned or repossessed goods the sale of which gave rise to any of the foregoing; and
8. All rights and property interests, including goodwill, which are reasonably related or incidental to any of the foregoing.

Debtor hereby represents and warrants the following to NNRT and Creditor:

1. Debtor is a limited liability company duly organized and existing under the law of Utah, and has all requisite power and authority, to execute, deliver and perform this Assignment in Lieu and the transactions contemplated hereby have been duly authorized by all necessary corporate action and do not and will not: (a) violate any provision of the Certificate of Formation, Operating Agreement, or Bylaws of Debtor or any law, rule, regulation, order, writ, judgment, injunction, decree, determination or award presently in effect having applicability to Debtor; or (b) result in the breach or default under any agreement or instrument

to which the Debtor is a party or by which it or its properties may be bound or affected. This Assignment in Lieu constitutes the legal, valid and binding obligation of Debtor, enforceable in accordance with its terms. The acquisition of the Assets by NNRT will not cause NNRT or Creditor to become liable for or subject to any material claim, liability or obligation of any kind, and NNRT or Creditor shall not be required to assume or become liable for any such claim, obligation or liability.

2. Debtor has good title to the Assets conveyed hereby, which are free and clear of all title defects, obligations, liabilities, liens, charges, encumbrances, purchase options, claims and security interests, except for the liens and encumbrances filed by the Creditor.

3. This Assignment in Lieu is an absolute conveyance of all of Debtor's interest in the Assets in effect as well as in form; this Assignment in Lieu is not intended as a mortgage, security interest, conveyance in trust, hypothecation or security of any kind or character; possession of the above-described Assets is surrendered to and taken by NNRT concurrently herewith; neither the undersigned nor any other party has an option to purchase or any other right, title, interest or claim in or to said Assets; the consideration for this Assignment in Lieu was and is fair and reasonable; and this conveyance is not made in fraud upon the rights of any creditors of Debtor.

4. Debtor has full knowledge and fully understands the terms and conditions of the Assignment Agreement.

Debtor further agrees to execute and deliver such other documents and take such other actions and proceedings as NNRT may reasonably deem necessary or appropriate to transfer the Assets to NNRT and otherwise effectuate the terms of this Assignment in Lieu.

Debtor hereby waives any applicable period of redemption and acknowledge and confirm that the assignment of the Assets to NNRT is final and irrevocable.

Debtor hereby irrevocably constitutes and appoints NNRT, its successors and assigns, the true and lawful attorney of Debtor, with full power of substitution, and gives and grants to NNRT, its successor and assigns, full power and authority in the name of Debtor, at any time and from time to time to demand, sue for, recover, receive, compound, acquit, release and discharge any and all rights, demands, monies, claims and chooses in action of every kind and description, arising out of, incident to or in connection with the Assets, or any of them, and upon the same or any part thereof to make acquittance for other discharge with respect thereto, and generally from time to time to make, execute, do and perform such further acts and things concerning the subject matter of this paragraph with like power and as fully as Debtor could do or might have done, hereby ratifying and confirming all and whatever NNRT, its successors and assigns shall lawfully do or cause to be done.

This Agreement may be signed in various counterparts, all of which taken together shall be deemed one and the same transaction.

IN WITNESS WHEREOF, the parties have duly executed this Assignment in Lieu on the date first written above.

Envision Enterprises, L.L.C.

By:  _____

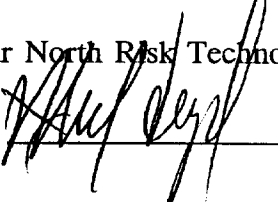
Its: _____

Near North National Group, Inc.

By:  _____

Its: _____

Near North Risk Technologies, Inc.

By:  _____

Its: _____

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