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

01-24-2000

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

MRD
1-19-00

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- [x] 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
- [ ] Merger
- [ ] Change of Name
- [x] Other: Assignment for Security

Effective Date Month Day Year

40

Conveying Party [ ] Mark if additional names of conveying parties attached

Execution Date Month Day Year: 01182000

Name: Proma Technologies, Inc.

Formerly: Van Leer Leasing, Inc.

[ ] Individual [ ] General Partnership [ ] Limited Partnership [x] Corporation [ ] Association

[ ] Other

[x] Citizenship/State of Incorporation/Organization: Delaware

Receiving Party [ ] Mark if additional names of receiving parties attached

Name: Chase Manhattan Bank, The

DBA/AKA/TA

Composed of

Address (line 1): 600 Fifth Avenue

Address (line 2)

Address (line 3): New York (City) NY (State/Country) 10020 (Zip Code)

[ ] Individual [ ] General Partnership [ ] Limited Partnership [ ] 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.)*

[x] Corporation [ ] Association

[ ] Other

[x] Citizenship/State of Incorporation/Organization: New York

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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

01/24/00 1 026 2061 O'MELVENY & MYERS LLP NY 019

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 212-326-4485

Name Lin Xia

Address (line 1) O'Melveny & Myers LLP

Address (line 2) 153 E. 53rd Street, 54th Floor

Address (line 3) New York, New York 10022

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)		
			2162907		
			1737630		

Number of Properties

Enter the total number of properties involved. # 1

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): $

Method of Payment: Enclosed ☐ Deposit Account ☐

previously paid $185.00 on January 19, 2000

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.

Lin Xia		1/24/00
Name of Person Signing	Signature	Date Signed

SCHEDULE 2-A TO ASSIGNMENT FOR SECURITY

TRADEMARKS

Trademark	Reg. Date	Reg. No.
HoloPRISM	4/10/90	1737630
HoloSECURE	6/2/98	2162907

30052044.WPD

01/27/00 11:28 FAX 212 326 2061 O'MELVENY & MYERS LLP NY 021

ASSIGNMENT FOR SECURITY

(TRADEMARKS)

WHEREAS, Van Leer Leasing, Inc., a Delaware corporation (which, on the Closing Date, shall change its name to Proma Technologies, Inc.) (the "Assignor"), has adopted, used and is using the trademarks listed on the annexed Schedule 2-A, which trademarks are registered in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, Assignor is obligated to The Chase Manhattan Bank, a New York banking corporation, as agent (the "Assignee") for (i) the lenders (the "Lenders") named in Schedules 2.01(a) and 2.01(b) of the Credit Agreement dated as of the date hereof, among the Assignor, the Lenders and the Assignee (as amended, modified or supplemented from time to time in accordance with its terms, the "Credit Agreement") and (ii) for itself as issuer of the Letters of Credit and any Lenders (or Affiliates thereof) party to the Rate Agreements, and Assignor has entered into a Security Agreement and Mortgage-Trademarks and Patents dated the date hereof (the "Agreement") in favor of Assignee; and

WHEREAS, pursuant to the Agreement, Assignor has assigned to Assignee and granted to Assignee a security interest in, and mortgage on, all right, title and interest of Assignor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations, as defined in the Agreement;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby further assign unto Assignee and grant to Assignee a security interest in, and mortgage on, the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

Assignor does hereby further acknowledge and affirm that the rights and remedies of Assignee with respect to the assignment of, security interest in and mortgage on the Collateral made and granted hereby are more fully set forth in the Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Assignee's address is 600 Fifth Avenue, New York, New York 10020.

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IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of the 18th day of January, 2000.

VAN LEER LEASING, INC. (which on the Closing Date, shall change its name to Proma Technologies, Inc.)

By _____

Name: Andrew A. Thomas

Title: Vice President & Secretary

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01/21/00 11:25 FAX 212 326 2061 O'MELVENY & MYERS LLP NY 015

SCHEDULE 2-A TO ASSIGNMENT FOR SECURITY

TRADEMARKS

Trademark	Reg. Date	Reg. No.
HoloPRISM	4/10/90	1737630
HoloSECURE	6/2/98	6126907

30052044 WPD