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

Submission Type	Conveyance Type
<input checked="" type="checkbox"/> New	<input type="checkbox"/> Assignment <input type="checkbox"/> License
<input type="checkbox"/> Resubmission (Non-Recordation) Document ID#	<input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Nunc Pro Tunc Assignment Effective Date
<input type="checkbox"/> Correction of PTO Error Reel #      Frame #	<input type="checkbox"/> Merger      Month Day Year
<input type="checkbox"/> Corrective Document Reel #      Frame #	<input type="checkbox"/> Change of Name
	<input type="checkbox"/> Other

**Conveying Party**       Mark if additional names of conveying parties attached

Name	Execution Date		
	Month	Day	Year
Display Technologies, Inc.	09	26	2000
Formerly			
<input type="checkbox"/> Individual	<input type="checkbox"/> General Partnership	<input type="checkbox"/> Limited Partnership	<input checked="" type="checkbox"/> Corporation
<input type="checkbox"/> Other	<input type="checkbox"/> Association		
<input checked="" type="checkbox"/> Citizenship/State of Incorporation/Organization	NEVADA		

**Receiving Party**       Mark if additional names of receiving parties attached

Name SouthTrust Bank

DBA/AKA/TA

Composed of

Address (line 1) Attn: Mr. Andrew Raine

Address (line 2) 112 North 20th Street, 3rd Floor

Address (line 3)      Birmingham,      Alabama/USA      35203

city      State/Country      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.)

Corporation       Association

Other

Citizenship/State of Incorporation/Organization      Alabama

**FOR OFFICE USE ONLY**

10/24/2000 MTHA11 00000183 76044751

01 FC:481 40.00 DP

**02 PTO USE** 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

**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 205-521-8369

Name Nathan W. Johnson

Address (line 1) Bradley Arant Rose & White LLP

Address (line 2) 2001 Park Place

Address (line 3) Suite 1400

Address (line 4) Birmingham, AL 35203-2736

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

# 4

**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)

76044751  
75703465  
75942895  
75703464

Registration Number(s)

1844119  
1790935  
1596100  
1359880  
1328054

**Number of Properties**

Enter the total number of properties involved.

# 10

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 265

Method of Payment:

Enclosed ( X )

Deposit Account ( )

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

# 50-0954

Authorization to charge additional fees: Yes ( X )

No ( )

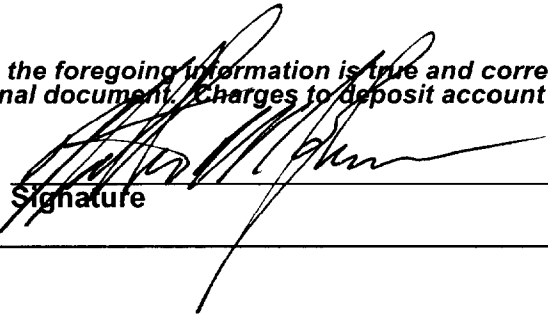
**Statement and Signature**

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.

Nathan W. Johnson

Name of Person Signing

Signature



Date

10-11-00

RECORDATION FORM COVER SHEET  
CONTINUATION  
TRADEMARKS ONLY

**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

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**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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## AMENDMENT TO TRADEMARK COLLATERAL ASSIGNMENT

THIS AMENDMENT TO TRADEMARK COLLATERAL ASSIGNMENT (the "Amendment") is made as of the 26th day of September, 2000 by and among DISPLAY TECHNOLOGIES, INC., a Nevada corporation, LA-MAN CORPORATION, a Nevada corporation (together, the "Assignor"), and SOUTHTRUST BANK, formerly doing business as SouthTrust Bank, National Association (the "Bank"), and amends that certain Trademark Collateral Assignment dated June 2, 1999 by and among the Assignor and Bank (the "Original Assignment").

### WITNESSETH:

WHEREAS, Display Technologies, Inc., Ad Art Electronic Sign Corporation, Certified Maintenance Service, Inc., Don Bell Industries, Inc., J.M Stewart Manufacturing, Inc., La-Man Corporation, J.M. Stewart Corporation, J.M. Stewart Industries, Inc., Vision Trust Marketing, Inc., Lockwood Sign Group, Inc., and Hamilton Digital Designs, Ltd., (collectively, the "Borrowers") and the Bank have entered into a Forbearance Agreement dated as of September 26, 2000 (the "Forbearance Agreement"), which amends that certain Loan and Security Agreement dated as of June 2, 1999 by and between certain of the Borrowers and Bank, as amended by that certain Amendment No. 1 to Loan and Security Agreement dated March 3, 2000 (as amended, the "Loan Agreement"); and

WHEREAS, as security for the Obligations under the Loan Agreement, the Assignor executed and delivered to the Bank the Original Assignment, pursuant to which the Assignor granted the Bank first-priority liens and security interests on certain trademarks and other intellectual property rights;

WHEREAS, as an inducement to the Bank to make the loans and grant the forbearances provided for in the Forbearance Agreement and the Loan Agreement, the Assignor agreed to execute this Amendment and, pursuant hereto, to assign certain trademarks and trademark applications to the Bank as security for the prompt payment and performance of all Obligations under the Loan Agreement.

NOW, THEREFORE, in consideration of the Premises set forth herein, and for other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, Assignor hereby agrees as follows:

1. Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Original Assignment.
2. Schedule A to the Original Assignment is hereby amended and replaced by the Schedule A attached to this Assignment.
3. Except as expressly amended hereby, all other terms and provisions of the Original Assignment shall be and remain in full force and effect, and the same are hereby ratified and affirmed by the Assignor. The rights and remedies of the Bank hereunder and in the Loan

Agreement are cumulative and are in addition to, and not exclusive of, any other rights and remedies provided by any other documents or by law.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date and year first written above.

DISPLAY TECHNOLOGIES, INC.

By: J. Willie Brander  
Its: President - CEO

Attest:

Marshall S Harris  
Secretary

LA-MAN CORPORATION

By: J. Willie Brander  
Its: Chairman

Attest:

Marshall S Harris  
Secretary

Accepted By:

SOUTHTRUST BANK

By: Andy Rain  
Its: Vice President

## SCHEDULE A

	<u>Registration or Serial No.</u>	<u>Trademark</u>
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
7)	76-044,751	La-Man-Air Breathing System
8)	75-703,465	Display Technologies
9)	75-942,895	Oilinator
10)	75-703,464	Display Technologies