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

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

- New 10-19-00
- 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 Effective Date
Month Day Year
10 10 00
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year
10 10 00

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

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 Association
- 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 Assignment.)

11/02/2000 ANMED1 00000129 75654132

FOR OFFICE USE ONLY

01 FC:481
02 FC:482

40.00 OP
225.00 OP

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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: 002166 FRAME: 0786

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)

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.

Nathan M. Eisler, Esq.

Nathan M. Eisler

10/17/00

Name of Person Signing

Signature

Date Signed

**GENERAL INTANGIBLES MORTGAGE
AND SECURITY AGREEMENT**

THIS GENERAL INTANGIBLES MORTGAGE AND SECURITY AGREEMENT (the "Intangibles Mortgage") is entered into as of October 10, 2000 by and between FALLON LUMINOUS PRODUCTS CORPORATION, a South Carolina corporation (the "Mortgagor"), and TRANSAMERICA BUSINESS CREDIT CORPORATION (the "Mortgagee"). All capitalized terms not otherwise defined herein are used as defined in that certain Loan and Security Agreement by and among the Mortgagor, the Mortgagee and others dated as of even date herewith (as the same may be amended from time to time, the "Loan Agreement").

RECITALS

WHEREAS, Mortgagor and others are parties to the Loan Agreement; and

WHEREAS, it is a condition of the Loan Agreement that, in order to further secure the Obligations, the Mortgagor and the Mortgagee enter into this Intangibles Mortgage, pursuant to which the Mortgagor grants to the Mortgagee a lien, security interest and mortgage in all of the Mortgagor's now existing and hereafter created or acquired patents, trademarks, trade names, service marks, the entire goodwill of the business of the Mortgagor connected with and symbolized by such trademarks, service marks, trade names and all of the other general intangibles of the Mortgagor.

NOW, THEREFORE, in order to further secure all present and future Obligations to Mortgagee, including the payment and performance of all obligations of the Mortgagor described herein and of the Loan Parties described in the Loan Documents (collectively, the "Secured Obligations"), and for other good and valuable consideration, the sufficiency and receipt of which by the Mortgagor is hereby acknowledged, the Mortgagor and the Mortgagee hereby agree as follows:

1. The Mortgagor hereby mortgages and pledges unto the Mortgagee and creates a security interest in, with full power of sale upon the occurrence and during the continuance of a Default, all of the Mortgagor's right, title and interest throughout the world in and to:

(a) The United States patents and applications for patent of the Mortgagor described in Exhibit A hereto, and all other United States patents and applications for patent of the Mortgagor now existing or hereafter filed or acquired by Mortgagor;

(b) The inventions disclosed and/or claimed in all of the said United States, and all other proprietary inventions now owned by the Mortgagor or hereafter made, created or acquired by or exclusively for the Mortgagor whether or not any of said inventions are patentable;

(c) All other patents or like protection that have been or may in the future be granted on any of the aforesaid inventions and/or applications to the Mortgagor, or to any assignor of the rights to any such invention to such Mortgagor, in the United States;

(d) The United States and State registered trademarks, trade names and service marks and applications for registrations of trademarks, trade names and service marks of the Mortgagor described in Exhibit B hereto, and all other trademarks, service marks and trade names and applications to register the same of the Mortgagor, whether registered or unregistered and wherever registered, now existing or hereafter arising, created or acquired by the Mortgagor, in the United States (but specifically excluding any "intent to use" registrations);

(e) All renewals, reissues, continuations, extensions or the like of any patents, trademarks, services marks, trade names and like protection, including without limitation, those obtained or permissible under past, present and future laws and statutes of the United States or any State thereof;

(f) All rights of action on account of past, present, and future unauthorized use of any of said inventions, trademarks, service marks, or trade names and for infringement of said patents, trademarks, service marks or trade names and like protection;

(g) The right to file and prosecute applications for patents, and for registration of trademarks, service marks, and trade names on any of said inventions, trademarks, service marks, trade names, or for similar intellectual property in the United States;

(h) The entire goodwill of the business of the Mortgagor connected with and symbolized by the trademarks, service marks, trade names and the other general intangibles of the Mortgagor;

(i) All of the Mortgagor's customer lists, trade secrets, corporate and other business records, license rights (unless the license agreement conferring such rights would be violated by the provisions of this Intangibles Mortgage), advertising materials, operating manuals, formulae, methods,

processes, know-how, sales literature, drawings, specifications, descriptions, inventions, name plates, catalogs, supplier contracts, confidential information (unless disclosure to Mortgagee would violate an agreement with a third party), consulting agreements, engineering contracts, rights to use product names or labels, and all other assets which uniquely reflect the goodwill of the business of the Mortgagor to which said general intangibles relate; and

(j) All of the proceeds of any of the foregoing (the intangible assets enumerated in subparagraphs (a) through (i) being hereinafter collectively referred to as the "General Intangibles").

TO HAVE AND TO HOLD the same unto the Mortgagee, its successors and assigns, forever in accordance with the terms and conditions set forth herein; provided, however, that the mortgage, lien and security interest in the General Intangibles granted the Mortgagee hereunder are upon the express condition that if the Loan Agreement is terminated pursuant to its terms and no Secured Obligations, or commitments of the Mortgagee which would give rise to any Secured Obligations, shall be outstanding (including without limitation the indebtedness evidenced by the Loan Agreement) then this Intangibles Mortgage and the mortgage, lien, and security interest hereby granted and made shall cease, terminate and be void, and the entire right and interest in said General Intangibles created by this Intangibles Mortgage shall be released (at the Mortgagor's expense), otherwise this Intangibles Mortgage is to remain in full force and effect.

2. The Mortgagor agrees that, in addition to the rights and remedies given to the Mortgagee under Loan Agreement, upon the occurrence and during the continuance of any Default, the Mortgagee shall have the rights and remedies of a secured party under the Uniform Commercial Code, including the power to sell, assign and convey the General Intangibles, in whole or in part, for cash or on credit, at public sale or private sale and in whatever way the Mortgagee shall, acting in a commercially reasonable manner, deem appropriate. For such purposes and in the event of the Mortgagor's default hereunder or the occurrence and during the continuance of any Default, the Mortgagor hereby authorizes and empowers the Mortgagee to make, constitute and appoint any agent of the Mortgagee as the Mortgagee may select, in its exclusive discretion, as the Mortgagor's true and lawful attorney-in-fact, with the power, exercisable during a Default, to endorse the Mortgagor's name on all applications, documents, papers and instruments as may be necessary for the Mortgagee to have the full benefit of this Intangibles Mortgage, including, but not limited to, the full right to the use of the General Intangibles described herein or to grant or issue any exclusive or non-exclusive license under such General Intangibles to anyone else, or as may be necessary for the

Mortgagee to assign, pledge, convey or otherwise transfer title in and to or otherwise dispose of the General Intangibles. If Mortgagee acts pursuant to the power of attorney granted herein, it shall promptly notify Mortgagor thereof. The Mortgagor hereby ratifies all actions that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the latest to occur of the following: (a) the expiration of this Intangibles Mortgage, and (b) the satisfaction in full of all of the Loan Parties' liabilities to the Mortgagee, including without limitation, all of the Secured Obligations.

3. The Mortgagee shall have no obligation or responsibility to protect or defend the General Intangibles or the right to use thereof, and the Mortgagor shall, at its own expense, take such actions as may be necessary in the Mortgagor's reasonable judgment to protect, defend and maintain the same to the extent advisable for its business. The Mortgagor shall promptly advise the Mortgagee in writing of material infringements that are known to the Mortgagor in the ordinary course of its business. Upon the occurrence and continuation of a Default, or if the Mortgagor fails to comply with the foregoing, the Mortgagee may but shall not be required to do so in the Mortgagor's name to the extent permitted by law and shall promptly notify the Mortgagor of same, and the Mortgagor hereby agrees to reimburse reasonable attorneys' fees incurred by the Mortgagee in protecting, defending and maintaining the General Intangibles.

4. If, before the Secured Obligations are satisfied in full, the Mortgagor shall obtain rights to any new patentable inventions, or become entitled to the benefit of any patent application or patent or any improvement on any patent, or any other General Intangibles, the provisions of this Intangibles Mortgage shall automatically apply thereto and the Mortgagor shall give to the Mortgagee prompt notice thereof in writing, provided, however, that the Mortgagor shall be required to prosecute applications in respect of any of the foregoing only if it reasonably determines that it is in Mortgagor's best interest to do so. The Mortgagor authorizes the Mortgagee to modify this Intangibles Mortgage by amending the Exhibits hereto to include any future General Intangibles, and shall provide Mortgagor with notice of all such modifications.

5. The Mortgagor further agrees and covenants that it, its successors and assigns, will, at its own expense, execute all papers and perform such other acts as may be reasonably necessary to give the Mortgagee, its successors and assigns, the full benefit of the rights granted pursuant to this Intangibles Mortgage.

6. The Mortgagor hereby represents, warrants, covenants and agrees that:

(a) The patents, trademarks and applications for patents or trademarks set forth in the Exhibits hereto constitute all of the patents and trademarks, and applications for patents and trademarks, owned by the Mortgagor.

(b) Except for the security interest granted the Mortgagee hereby and such security interests specifically permitted under the Loan Agreement, it is and will continue to be the owner of all of its General Intangibles free from any adverse claims, security interest or encumbrance of, or license to, any person other than the Mortgagee.

(c) It has the full right and power to grant the security interests in its General Intangibles made hereby.

(d) Except as set forth on the attached Exhibits, it has made no currently effective assignment, transfer or agreement in conflict herewith or constituting a present or future assignment or transfer of or encumbrance on any of its General Intangibles.

(e) All information furnished to the Mortgagee concerning the General Intangibles and proceeds thereof or otherwise for the purpose of obtaining credit or an extension of credit is, or will be at the time the same is furnished, accurate and correct in all material respects.

(f) To the best of Mortgagor's knowledge, no infringement or unauthorized use presently is being made of any General Intangible.

7. Throughout the term of this Intangibles Mortgage, the Mortgagor shall diligently prosecute all applications for patent, trademark registration, service mark registration and trade names as the Mortgagor determines in its reasonable judgment to be in its best interest and shall file and prosecute any continuations, continuations-in-part, applications for reissue, applications for certificate of correction, affidavits of use, proofs of use, renewals and like matters, as the Mortgagor determines in its reasonable judgment to be in its best interest, and the Mortgagor shall bear the entire cost of all such filings and proceedings. Mortgagor agrees to retain a licensed patent attorney or an experienced trademark attorney, as appropriate, for the filing and prosecution of all such applications and other proceedings.

8. Mortgagor agrees to pay when due all fees, including license fees, taxes and other expenses which shall be incurred or which shall accrue with respect to any of the patents or patent applications, trademark registrations, or trademark applications, service mark registrations and service mark applications, trade names, and know-how within the General Intangibles as are necessary

to maintain the lien of the Mortgagee thereon, unless such General Intangible is abandoned by Mortgagor in compliance with the terms of Section 9 hereof.

9. Mortgagor shall not allow any patent, trademark, trade name, service mark, or any application for patent, trademark, service mark, trade name or like protection included within the General Intangibles to become abandoned, nor any patent, trademark, service mark, trade name or like protection to be forfeited or dedicated to the public, unless with respect to any of the foregoing, the Mortgagor determines in its reasonable judgment that it is in its best interests to do so. If any pending or hereafter filed patent, trademark or service mark, including renewal applications, has been finally rejected by the United States Patent and Trademark Office or any foreign patent or trademark office, the Mortgagor may abandon the same.

10. The Mortgagee may, at its option, after the occurrence and during the continuance of a Default, but without obligation to do so, discharge taxes, liens, or security interests or other encumbrances at any time levied or placed upon the General Intangibles, or pay for maintenance or preservation of the General Intangibles, or pay any other fee, attorneys' fee or other expenses necessary to preserve and protect the rights conveyed, mortgaged and secured by the security interests hereby granted, and shall provide notice to the Mortgagor of any of the foregoing.

11. Mortgagor hereby grants to the Mortgagee an irrevocable license, effective upon an acceleration of the Obligations, to use or grant licenses relating to the General Intangibles, in the Mortgagee's sole discretion, for any of the following purposes: operating the Mortgagor's business, completing any work in process of the Mortgagor, using or processing any inventory of the Mortgagor, repairing any goods manufactured by the Mortgagor, selling or marketing any goods of the Mortgagor or any goods manufactured from inventory or work in progress of the Mortgagor, and any other purpose related to any real or personal property of the Mortgagor. As used in this paragraph 11, the phrase "of the Mortgagor" shall refer to all property or interests in property owned or previously owned by the Mortgagor in which the Mortgagee has or has had any lien, security interest, mortgage or other interest. The irrevocable license granted by this paragraph shall be effective from the date hereof until all of the Secured Obligations have been paid in full, provided that the Mortgagee shall exercise rights under the irrevocable license only during such time or times after an acceleration of the Secured Obligations under the Loan Agreement.

12. Any provisions hereof found to be invalid under the laws of the United States of America, the State of New York, or any other applicable law, shall be invalid only with respect to the

offending provision and only with respect to the application of such law, and this Intangibles Mortgage shall otherwise remain in full force and effect. All words used herein shall be construed to be of such gender or number as the circumstances require. This Intangibles Mortgage shall be binding upon the successors and assigns of the parties hereto, but shall inure to the benefit of the successors or assigns of the Mortgagee only. All of the Mortgagor's rights and remedies with respect to the General Intangibles, whether established hereby or by the Loan Agreement, or by any other agreements between the Mortgagor and the Mortgagee, or by law shall be cumulative and may be exercised singularly or concurrently. No course of dealing between the Mortgagor and any Mortgagee, nor any failure to exercise, nor any delay in exercising, on the part of the Mortgagee, any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver thereof. This Intangibles Mortgage may be amended only by a writing signed by the parties. The internal laws of the State of Illinois (without giving effect to its conflicts of law provisions) shall apply to this Intangibles Mortgage and its construction and interpretation.

IN WITNESS WHEREOF, the Mortgagor and the Mortgagee have caused this General Intangibles Mortgage and Security Agreement to be duly executed as of the day and year first above written.

FALLON LUMINOUS PRODUCTS
CORPORATION,
Mortgagor

By: 

Title: Vice President

TRANSAMERICA BUSINESS CREDIT
CORPORATION,
Mortgagee

By: 

Title: Vice President

STATE OF NEW YORK)
) SS
COUNTY OF NEW YORK)

This 10th of October, 2000, before me personally came the above-named Jeffrey S. Muti, to me personally known as the Vice President of Fallon Luminous Products Corporation, the individual who executed the foregoing General Intangibles Mortgage and Security Agreement and acknowledged to me that he executed the same of his own free will on behalf of Fallon Luminous Products Corporation for the purposes therein set forth.

Tracey D. Bennett

Notary Public,
My commission:

TRACEY D. BENNETT
Notary Public, State of New York
No. 01BE6022715
Qualified in Queens County
Commission Expires 4/15/2001

STATE OF NEW YORK)
) SS
COUNTY OF WESTCHESTER)

This 10th day of October, 2000, before me personally came the above-named BARRY S. FEIN, to me personally known as a VICE PRESIDENT of Transamerica Business Credit Corporation, the individual who executed the foregoing General Intangibles Mortgage and Security Agreement and acknowledged to me that he executed the same of his own free will on behalf of Transamerica Business Credit Corporation for the purposes therein set forth.

Hildegard Latta

Notary Public,
My commission:

HILDEGARD LATTA
Notary Public in the State of New York
No. 01BE6022715
Qualified in Queens County
Commission Expires 6/12/01

Exhibit A
Fallon Luminous Products Corporation

U.S. Patents

Pat. No.	Issue Date	Title
5,797,675	08/25/1998	Spring Clip for Neon Bulbs
5,769,678	06/23/1998	Method of Sealing Vacuum Ports in Low Pressure Gas Discharge Lamps
5,765,944	06/16/1998	Sun Shields for Housing Assemblies Containing Illuminated Gas Tubing
5,765,939	06/16/1998	Wall Mounting for Neon Lights
5,743,625	04/28/1998	Curved Housing Assembly for Illuminated Glass Tubing and Method
5,587,622	12/24/1996	Low Pressure Gas Discharge Lamps with Low Profile Sealing Cover Plate
5,579,598	12/03/1996	Luminous Electric Sign
5,541,823	07/30/1996	Housing Assembly for Illuminated Glass Tubing
5,066,257	11/19/1991	Process for Producing Flat Plate Illumination Devices
5,036,243	07/30/1991	Glass Plate Illumination device Sign with Integral Electrodes of Particular Thermal Resistance
4,990,826	02/05/1991	Low Voltage Gas Discharge Device
4,584,501	04/22/1986	Flat Plate Luminous Display Device
5,533,286	07/09/1996	Improved Luminous Electric Sign

U.S. Pending Patent Applications

Application Number	File Date	Title
29/103,993	04/26/99	Neon Sign

Exhibit B

Fallon Luminous Products Corporation

U.S. Trademark Applications

Mark	Serial No.	Filing Date
EMBEDDED	75/654,132	03/05/99

U.S. Trademark Registrations

Mark	Reg. No.	Reg. Date
E-GLAS	2,067,559	06/03/97
Design Only	2,067,558	06/03/97
ELECTRIGLAS	1,759,604	03/23/93
FALLON & Design	1,638,224	03/19/91
SPELLNEON	1,526,653	02/28/89
ADVERNEON	1,526,652	02/28/89
LOGONEON	1,526,651	02/28/89
DECONEON	1,526,650	02/28/89
ARTNEON	1,526,645	02/28/89