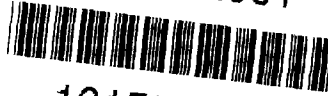


01-23-2001



101590361

1-4-01

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
- 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
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year

Formerly

75823118

- 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)

- Individual
- General Partnership
- Limited Partnership

- Corporation
- Association

Other

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.)

Citizenship/State of Incorporation/Organization

01/22/2001 AHMED1 00000025 75823118

FOR OFFICE USE ONLY

01 FC:481
02 FC:482

40.00 OP
25.00 DP

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

TRADEMARK
REEL: 002217 FRAME: 0382

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.

Briggs and Morgan, P.A.

Andrea M. Bond, Attorney

By: 

Name of Person Signing

Signature

Date Signed

**THIRD PARTY
SECURITY AGREEMENT**

Date: October 26, 2000

Debtor: CFS Americas, Inc.
Address: 19 Crosby Drive, Suite 160
Bedford, MA 01730 U.S.A.

Secured
Party: The Governor and Company of
the Bank of Scotland
Address: 38 Threadneedle Street
London EC2P 2EH
United Kingdom

Federal Tax I.D. No. 04-3201416

Borrower: CFS Group plc

In this Agreement, "Subsidiary" means any corporation or company of which more than 50% of the outstanding shares of capital stock or interests having general voting power under ordinary circumstances, irrespective of whether or not at the time stock or interests of any other class or classes shall have or might have voting power by reason of the happening of any contingency, is at the time directly or indirectly owned by the Borrower, by the Borrower and one or more other such corporations or companies, or by one or more other such corporations or companies.

1. **OBLIGATIONS SECURED.** This Agreement secures the following (called the "Obligations"):

All debts, liabilities and obligations of every type and description which the Borrower and all of its existing and future Subsidiaries may now or at any time owe to the Secured Party, including but not limited to all principal, interest, and other charges, fees, expenses and amounts, and all notes, guaranties, agreements, and other writings in favor of the Secured Party, whether now existing or hereafter arising, direct or indirect, due or to become due, absolute or contingent, primary or secondary, liquidated or unliquidated, independent, joint, several, or joint and several.

2. **SECURITY INTEREST.** To secure the payment and performance of the Obligations, the Debtor grants the Secured Party a security interest (the "Security Interest") in, and assigns to the Secured Party, the following property (called the "Collateral"):

All inventory of the Debtor, and all returns of such inventory, and all warehouse receipts, bills of lading and other documents of title covering such inventory, whether now existing or hereafter arising, whether now owned or hereafter acquired;

All equipment of the Debtor, together with all accessions, accessories, attachments, fittings, increases, parts, repairs, returns, renewals and substitutions of all or any part

thereof, and all warehouse receipts, bills of lading and other documents of title covering such equipment, whether now existing or hereafter arising, whether now owned or hereafter acquired;

All accounts (including but not limited to all health-care-insurance receivables), instruments, chattel paper, investment property, letters of credit, letter-of-credit rights, other rights to payment, documents, deposit accounts, money, patents, patent applications, trademarks, trademark applications, copyrights, copyright applications, trade names, other names, software, and other general intangibles of the Debtor, including but not limited to the trademarks and trademark applications on Exhibit A attached hereto, together with all good will related to the foregoing property and all rights, liens, security interests and other interests which the Debtor may at any time have by law or agreement against any account debtor, issuer or obligor obligated to make any such payment or against any of the property of such account debtor, issuer or obligor, whether now existing or hereafter arising, whether now owned or hereafter acquired;

and all products and proceeds of the foregoing property, including without limitation all accounts, instruments, chattel paper, investment property, letters of credit, letter-of-credit rights, other rights to payment, documents, deposit accounts, money, insurance proceeds and general intangibles related to the foregoing property, and all refunds of insurance premiums due or to become due under all insurance policies covering the foregoing property.

3. REPRESENTATIONS, WARRANTIES AND AGREEMENTS. The Debtor represents and warrants to the Secured Party and agrees as follows:

a. The Debtor is a Delaware corporation, and the address of the Debtor's chief executive office is shown at the beginning of this Agreement. The Debtor has not used any trade name, assumed name, or other name except the Debtor's named stated above and CFS Leasetek, Inc. and Commercial Inventory Services (Americas), Inc. The Debtor shall not change its state of organization without the Secured Party's prior written consent. The Debtor shall give the Secured Party prior written notice of any change in such address or the Debtor's name or if the Debtor uses any other name. The Debtor has authority to execute and perform this Agreement. The Debtor's federal taxpayer identification number is shown above.

b. Except as set forth in any existing or future agreement executed by the Secured Party: the Debtor is the owner of the Collateral, or will be the owner of the Collateral hereafter acquired, free of all security interests, liens and encumbrances other than the Security Interest and any other security interest of the Secured Party and other than any liens permitted under any existing or future facility letter or other agreement between the Borrower and the Secured Party or between the Debtor and the Secured Party ("Permitted Liens"); the Debtor shall not permit any security interest, lien or encumbrance, other than the Security Interest and any other security interest of the Secured Party, to attach to any Collateral without the prior written consent of the Secured Party; the Debtor shall defend the Collateral against the claims and demands of all persons and entities other than the Secured Party and the holders of Permitted Liens, and shall promptly pay all taxes, assessments and other government charges upon or

against the Debtor, any Collateral and the Security Interest; and no financing statement covering any Collateral is on file in any public office. If any Collateral is or will become a fixture, the Debtor, at the request of the Secured Party, shall furnish the Secured Party with a statement or statements executed by all persons and entities who have or claim an interest in the real estate, in form acceptable to the Secured Party, which statement or statements shall provide that such persons and entities consent to the Security Interest.

c. The Debtor shall not sell or otherwise dispose of any Collateral or any interest therein without the prior written consent of the Secured Party, except that, subject to any other existing or future facility letter or other agreement between the Borrower and the Secured Party, until the occurrence and during the continuance of an Event of Default and the written revocation by the Secured Party of the Debtor's right to do so, the Debtor may sell or lease any Collateral constituting inventory in the ordinary course of business. For purposes of this Agreement, a transfer in partial or total satisfaction of a debt, obligation or liability shall not constitute a sale or lease in the ordinary course of business.

d. Each account, instrument, investment property, chattel paper, letter of credit, letter-of-credit right, other right to payment, document, and general intangible constituting Collateral is, or will be when acquired, the valid, genuine and legally enforceable obligation of the account debtor or other issuer or obligor named therein or in the Debtor's records pertaining thereto as being obligated to pay such obligation, subject to no defense, setoff or counterclaim. The Debtor shall not, without the prior written consent of the Secured Party, agree to any material modification or amendment of any such obligation or agree to any subordination or cancellation of any such obligation.

e. Other than inventory in transit and motor vehicles in use, all tangible Collateral shall be located at the Debtor's address stated above and 300 Penn Center Blvd., Suite 500, Pittsburgh, PA 15235 U.S.A., and no such Collateral shall be located at any other address without the prior written consent of the Secured Party.

f. The Debtor shall: (i) keep all tangible Collateral in good condition and repair, normal wear and tear excepted; (ii) from time to time replace any worn, broken or defective parts thereof, and the Debtor may replace or discard obsolete or worn out equipment; (iii) promptly notify the Secured Party of any loss of or material damage to any Collateral or of any material adverse change in the prospect of payment of any material account, instrument, chattel paper, other right to payment or general intangible constituting Collateral; (iv) not permit any Collateral to be used or kept for any unlawful purpose or in violation of any federal, state or local law; (v) keep all tangible Collateral insured in such amounts, against such risks and in such companies as shall be reasonably acceptable to the Secured Party, with lender loss payable clauses in favor of the Secured Party to the extent of its interest in form reasonably acceptable to the Secured Party (including without limitation a provision for at least 30 days' prior written notice to the Secured Party of any cancellation or modification of such insurance), and deliver policies or certificates of such insurance to the Secured Party; (vi) at the Debtor's chief executive office, keep accurate and complete records pertaining to the Collateral and the Debtor's financial condition, business and property, and provide the Secured Party such periodic reports concerning the Collateral and the Debtor's financial condition, business and property as the Secured Party

may from time to time reasonably request; (vii) upon two business days' notice from the Secured Party and during normal business hours, permit the Secured Party and its representatives to examine and inspect any Collateral, and to examine, inspect and copy the Debtor's records pertaining to the Collateral and the Debtor's financial condition, business and property; and (viii) at the Secured Party's reasonable request, promptly execute, endorse and deliver such financing statements, absolute assignments of trademarks, patents and copyrights and applications therefor, and other instruments, documents, control agreements, chattel paper and writings and take such other actions deemed by the Secured Party to be reasonably necessary or desirable to establish, protect, perfect or enforce the Security Interest and the rights of the Secured Party under this Agreement and applicable law, and pay all costs of filing financing statements and other writings in all public offices where filing is deemed by the Secured Party to be necessary or desirable.

g. The Debtor authorizes the Secured Party to file all of the Secured Party's financing statements and amendments to financing statements, and all terminations of the filings of other secured parties, all with respect to the Collateral, in such form and substance as the Secured Party, in its sole discretion, may determine.

h. Under Section 3(f) of this Agreement, the Debtor is required to execute and deliver to the Secured Party absolute assignments of trademarks, patents and copyrights and applications therefor. The Secured Party shall not file any such absolute assignment in any public filing office until an Event of Default under this Agreement has occurred. After the occurrence of an Event of Default, the Secured Party, on its own behalf and on behalf of the Debtor, is irrevocably authorized to date, complete and file such absolute assignments to transfer title to such trademarks and copyrights in accordance with applicable law.

i. On the date of this Agreement, the Debtor is pledging and delivering to the Secured Party 9,880 shares of common stock of Decision Systems, Inc., a Minnesota corporation (the "Issuer"). Such stock and all proceeds thereof constitute Collateral under this Agreement. Such stock constitutes all of the issued and outstanding stock of the Issuer. The Debtor shall not permit the Issuer, without the prior written consent of the Secured Party, to issue any additional stock, or to permit to exist any option or warrant or other agreement to acquire any stock of the Issuer, or to recapitalize, reorganize, or reclassify any of the Issuer's stock.

4. **COLLECTION RIGHTS.** At any time after and during the continuance of an Event of Default, the Secured Party may, and at the request of the Secured Party the Debtor shall, promptly notify any account debtor, issuer or obligor of any account, instrument, investment property, chattel paper, letter-of-credit right, other right to payment or general intangible constituting Collateral that the same has been assigned to the Secured Party and direct such account debtor, issuer or obligor to make all future payments to the Secured Party. In addition, upon the occurrence and during the continuance of an Event of Default, at the written request of the Secured Party, the Debtor shall deposit in a collateral account designated by the Secured Party all proceeds constituting Collateral, in their original form received (with any necessary endorsement), within one business day after receipt of such proceeds by the Debtor. Until the Debtor makes each such deposit, the Debtor will hold all such proceeds separately in trust for the Secured Party for deposit in such collateral account, and will not commingle any such proceeds with any other property. The Debtor shall have no right to withdraw any funds from

such collateral account, and the Debtor shall have no control over such collateral account. Such collateral account and all funds at any time therein shall constitute Collateral under this Agreement. Before or upon final collection of any funds in such collateral account, the Secured Party, at its discretion, may release any such funds to the Debtor or any account of the Debtor or apply any such funds to the Obligations whether or not then due. Any release of funds to the Debtor or any account of the Debtor shall not prevent the Secured Party from subsequently applying any funds to the Obligations. All items credited to such collateral account and subsequently returned and all other costs, fees and charges of the Secured Party in connection with such collateral account may be charged by the Secured Party to any account of the Debtor, and the Debtor shall pay the Secured Party all such amounts on demand.

5. LIMITED POWER OF ATTORNEY. If the Debtor at any time fails to perform or observe any agreement herein, the Secured Party, in the name and on behalf of the Debtor or, at its option, in its own name, may perform or observe such agreement and take any action which the Secured Party may deem necessary or desirable to cure or correct such failure. The Debtor irrevocably authorizes Secured Party and grants the Secured Party a limited power of attorney in the name and on behalf of the Debtor or, at its option, in its own name, to collect, receive, receipt for, create, prepare, complete, execute, endorse, deliver and file any and all financing statements, control agreements, insurance applications, remittances, instruments, documents, chattel paper and other writings, to demand terminations of other security interests in any of the Collateral, to take any other actions deemed by the Secured Party to be necessary or desirable to establish, perfect, protect or enforce the Security Interest, and, upon the occurrence and during the continuance of an Event of Default, to grant any extension to, compromise, settle, waive, notify, amend, adjust, change and release any obligation of any account debtor, issuer, obligor, insurer or other person or entity pertaining to any Collateral. All of the Secured Party's advances, charges, and reasonable costs and expenses, including but not limited to reasonable attorneys' fees and legal expenses, in connection with the Obligations and in the protection and exercise of any rights or remedies hereunder, together with interest thereon at the highest rate then applicable to any of the Obligations under any existing or future facility letters between the Borrower and the Bank, shall be secured hereunder and shall be paid by the Debtor to the Secured Party on demand.

6. EVENTS OF DEFAULT. The occurrence of any default or event of default under any existing or future facility letter or other agreement between the Secured Party and the Borrower or any of the Subsidiaries, or any amendment or replacement thereof, shall constitute an Event of Default under this Agreement.

7. REMEDIES. Upon the commencement of any proceeding or the making or filing of any petition under any bankruptcy, insolvency or receivership law by or against the Debtor, the Borrower, or any other person or entity that provides any existing or future guaranty or security for any of the Obligations, all Obligations automatically shall become immediately due and payable in full, without declaration, presentment, or other notice or demand, all of which are hereby waived by the Debtor. In addition, upon the occurrence of any Event of Default and at any time thereafter, the Secured Party may exercise any one or more of the following rights and remedies: (a) declare all Obligations to be immediately due and payable in full, and the same shall thereupon be immediately due and payable in full, without presentment or other notice or demand,

all of which are hereby waived by the Debtor; (b) require the Debtor to assemble all or any part of the Collateral and make it available to the Secured Party at a place to be designated by the Secured Party which is reasonably convenient to both parties; (c) exercise and enforce any and all rights and remedies available upon default under this Agreement, the Uniform Commercial Code, and any other applicable agreements and laws. If notice to the Debtor of any intended disposition of Collateral or other action is required, such notice shall be deemed reasonably and properly given if mailed by regular or certified mail, postage prepaid, to the Debtor at the address stated at the beginning of this Agreement or at the most recent address shown in the Secured Party's records, at least 10 days prior to the action described in such notice. The Debtor consents to the personal jurisdiction of the state and federal courts located in the State of Minnesota in connection with any controversy related to this Agreement, the Collateral, the Security Interest or any of the Obligations, waives any argument that venue in such forums is not convenient, and agrees that any litigation initiated by the Debtor against the Secured Party in connection with this Agreement, the Collateral, the Security Interest or any of the Obligations shall be venued in either the District Court of Hennepin County, Minnesota, U.S.A., or the United States District Court, District of Minnesota, Fourth Division.

8. **WAIVER.** The Debtor waives all claims, rights and remedies which the Debtor may now have or hereafter acquire against any person or entity formed in the United States of America which is at any time now or hereafter liable to payment or performance of any of the Obligations and as to any collateral security owned by any such person or entity, including but not limited to all claims, rights and remedies of contribution, indemnification, exoneration, reimbursement, recourse and subrogation, whether or not such claim, right or remedy arises in equity, under contract, by statute, under common law or otherwise, whether or not any of the Obligations have been fully paid or performed. Until all of the Obligations have been fully paid and performed, the Debtor waives all claims, rights and remedies which the Debtor may now have or hereafter acquire against any person or entity not formed in the United States of America which is at any time now or hereafter liable to payment or performance of any of the Obligations and as to any collateral security owned by any such person or entity, including but not limited to all claims, rights and remedies of contribution, indemnification, exoneration, reimbursement, recourse and subrogation, whether or not such claim, right or remedy arises in equity, under contract, by statute, under common law or otherwise.

9. **MISCELLANEOUS.** No act, omission or thing, except full payment and performance of the Obligations, which but for this provision could act as a termination or impairment of the Security Interest or any obligation under this Agreement shall in any way terminate, impair or otherwise affect the Security Interest or any obligation under this Agreement. All terms in this Agreement that are defined in the Minnesota Uniform Commercial Code, as amended from time to time (the "UCC") shall have the meanings set forth in the UCC, and such meanings shall automatically change at the time that any amendment to the UCC, which changes such meanings, shall become effective. A carbon, photographic or other reproduction of this Agreement is sufficient as a financing statement. No provision of this Agreement can be waived, modified, amended, abridged, supplemented, terminated or discharged and the Security Interest cannot be released or terminated, except by a writing duly executed by the Secured Party. A waiver shall be effective only in the specific instance and for the specific purpose given. No delay or failure to act shall preclude the exercise or enforcement of any of the Secured Party's rights

or remedies. All rights and remedies of the Secured Party shall be cumulative and may be exercised singularly, concurrently or successively at the Secured Party's option, and the exercise or enforcement of any one such right or remedy shall not be a condition to or bar the exercise or enforcement of any other. This Agreement shall bind and benefit the Debtor and the Secured Party and their respective successors and assigns and shall take effect when executed by the Debtor and delivered to the Secured Party, and the Debtor waives notice of the Secured Party's acceptance hereof. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect, and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation, payment and performance of the Obligations. This Agreement and the rights and duties of the parties shall be governed by and construed in accordance with the internal laws of the State of Minnesota (excluding conflict of law rules).

THE DEBTOR REPRESENTS AND WARRANTS TO THE SECURED PARTY AND AGREES THAT THE DEBTOR HAS READ ALL OF THIS AGREEMENT AND UNDERSTANDS ALL OF THE PROVISIONS OF THIS AGREEMENT.

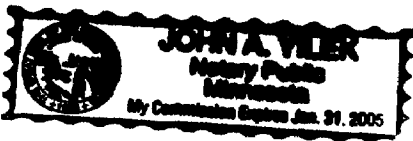
CFS AMERICAS, INC.

By [Signature]
Title Treasurer

STATE OF MINNESOTA)
) SS.
COUNTY OF HENNEPIN)

This instrument was acknowledged before me on October 25, 2000 by James Richard Mackay, as Treasurer of CFS Americas, Inc., a Delaware corporation formerly known as Commercial Inventory Services (Americas), Inc. and CFS Leasetek, Inc., on behalf of the corporation.

(Seal)



[Signature]
Notary Public
My commission expires:

EXHIBIT A

TRADEMARKS AND TRADEMARK APPLICATIONS

<u>Name</u>	<u>Registration No.</u>
CREDITLINE PLUS	1,998,524

<u>Name</u>	<u>Serial No.</u>
CREDITLINE	75/823,118