

05-31-2002



Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

102107575

Tab settings

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

1. Name of conveying party(ies): 5-28-02 Oberlin Capital, L.P.

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

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance: Assignment Merger Security Agreement Change of Name Other Release of Security Interest Execution Date: 4/11/02

2. Name and address of receiving party(ies) Name: Screamer Technologies, Inc Internal Address: Suite G

Street Address: 6290 McDonough Dr., City: Norcross State: Ga Zip: 30093

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

If assignee is not domiciled in the United States, a domestic representative designation 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 registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s)

75495871

Additional number(s) attached Yes No

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

Name: Robert J. Mottern

Internal Address:

Weizenecker, Rose, Mottern & Fisher

Suite 620

Street Address: 1800 Peachtree Street

City: Atlanta State: Ga Zip: 30309

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)

OFFICE OF PUBLIC RECORDS 2002 MAY 28 AM 8:45 FINANCE SECTION

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.

ROBERT G. SHELLEY JR.

Name of Person Signing

Robert G. Shelley

Signature

5/7/02

Date

Total number of pages including cover sheet, attachments, and document: 4

Documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

05/30/2002 DBYRNE 00000100 75495871

01 FC:481

TRADEMARK REEL: 002516 FRAME: 0479

FROM : OBERLIN CAPITAL, L.P.

PHONE NO. : 336 725 1155

Apr. 08 2002 05:42PM P2

April 8, 2002

Mr. Robert G. Shepley, Jr.
Oberlin Capital, L.P.
150 South Stratford Road
Winston-Salem, North Carolina 27104

Re: Purchase of Stock Purchase Warrant

Dear Bob:

This letter is to confirm our agreement relative to the purchase by USI Energy, Inc. (the "Company") from Oberlin Capital, L.P. ("Oberlin") of the Stock Purchase Warrant issued by the Company to Oberlin and dated July 16, 1999 (hereinafter, the "Warrant").

The Company does hereby agree to purchase the Warrant from Oberlin and, effective upon the receipt of the payment set forth below, Oberlin does hereby sell, assign, transfer, convey and deliver the Warrant to the Company. The Company does hereby agree to pay Nine Hundred and Twenty-Five Thousand Dollars and No Cents (\$925,000.00) (the "Purchase Price") to Oberlin for and in full consideration of the sale and transfer of the Warrant to the Company, as herein provided.

The Purchase Price shall be paid to Oberlin by the wire transfer of such amount to Oberlin's account in accordance with the following wiring instructions:

RBC Centura
Rocky Mount, NC
ABA #053100850

For credit to the account of:

Oberlin Capital, L.P.
Account Number 040 207-262-1

In connection with the purchase of the Warrant, the Company will also make a separate payment to Oberlin in the amount of One Million, Five Hundred Thousand Dollars and No Cents (\$1,505,281.00) (the "Loan Repayment"), which Loan Repayment is and will be treated as full repayment of all outstanding amounts due from the Company to Oberlin under that Senior Subordinated Debenture (the "Debenture") issued by the Company in favor of Oberlin pursuant to that Loan and Security Agreement dated July 16, 1999.

The Purchase Price and the Loan Repayment will be paid on or before April 15, 2002 upon receipt from Oberlin of a signed copy of this Letter Agreement. Kindly sign this Letter Agreement in the place provided below and return it by fax to Michael H.

FROM : OBERLIN CAPITAL, L.P.

PHONE NO. : 336 725 1155

Apr. 08 2002 05:42PM P2

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FROM : OBERLIN CAPITAL, L.P.

PHONE NO. : 336 725 1155

Apr. 03 2002 05:42PM F3

Anderson at (770) 242-2560 to confirm Oberlin's agreement to the terms set forth above and to confirm our mutual agreement to the following:

1. Oberlin represents and warrants to the Company, the same to survive the Company's purchase of the Warrant and the repayment of the Debenture, as follows:
 - a) Oberlin holds good title to the Warrant and the Debenture.
 - b) Oberlin has not previously transferred or assigned all or any portion of the Warrant or the Debenture or any interest therein;
 - c) Upon purchase of the Warrant from Oberlin, the Company will have good title thereto, free of any claims of any persons claiming by, through or under Oberlin;
 - d) Upon the purchase of the Warrant and the repayment of the Debenture, the Company will have no further obligation to Oberlin under the Warrant, the Debenture or the Loan and Security Agreement dated July 16, 1999, or any documents executed pursuant thereto;
 - e) Oberlin's legal existence has not been terminated;
 - f) The execution and delivery of this Letter Agreement and the sale of the Warrant and the other transactions contemplated herein have been duly authorized by all necessary corporate or other action on the part of Oberlin and its general partner and constitute the valid and binding obligation of Oberlin.
2. Oberlin will indemnify and hold harmless the Company from and against any loss, cost or expense suffered or incurred by the Company as a result of the breach of this foregoing representations and warranties made by Oberlin.
3. Promptly following the payment of the Purchase Price and the Loan Repayment, Oberlin will return the original Warrant and the original Debenture to the Company, with the original Debenture marked "paid in full." In addition, following payment of the Purchase Price and the Loan Repayment, Oberlin agrees to execute such documents as are normally and customarily executed to terminate any notice filed in any public records to perfect any security interest granted to Oberlin in the Company's assets.
4. This Letter Agreement sets forth the full and complete agreement of the parties hereto with respect to the subject matter hereof and neither party hereto as made any representation, warranty, covenant or agreement except those set forth herein. This Letter Agreement shall inure to the benefit of the parties hereto and their respective successors and assigns.

FROM : OBERLIN CAPITAL, L.P.

PHONE NO. : 336 725 1155

Apr. 08 2002 05:43PM P4

Very truly yours,

USIENERGY, INC.



By: Michael H. Anderson, Chairman and
Chief Executive Officer

The above terms are hereby accepted this 8th day of April, 2002.

OBERLIN CAPITAL, L.P.

By: Oberlin Capital Partners, LLC,
General Partner



By: Robert G. Shepley, Jr.

Its: President

Hereunto duly authorized

FROM : OBERLIN CAPITAL, L.P.

PHONE NO. : 336 725 1155

Apr. 08 2002 05:42PM F3

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1. Oberlin represents and warrants to the Company, the same to survive the Company's purchase of the Warrant and the repayment of the Debenture, as follows:
 - a) Oberlin holds good title to the Warrant and the Debenture,
 - b) Oberlin has not previously transferred or assigned all or any portion of the Warrant or the Debenture or any interest therein;
 - c) Upon purchase of the Warrant from Oberlin, the Company will have good title thereto, free of any claims of any persons claiming by, through or under Oberlin;
 - d) Upon the purchase of the Warrant and the repayment of the Debenture, the Company will have no further obligation to Oberlin under the Warrant, the Debenture or the Loan and Security Agreement dated July 16, 1999, or any documents executed pursuant thereto;
 - e) Oberlin's legal existence has not been terminated;
 - f) The execution and delivery of this Letter Agreement and the sale of the Warrant and the other transactions contemplated herein have been duly authorized by all necessary corporate or other action on the part of Oberlin and its general partner and constitute the valid and binding obligation of Oberlin.
2. Oberlin will indemnify and hold harmless the Company from and against any loss, cost or expense suffered or incurred by the Company as a result of the breach of this foregoing representations and warranties made by Oberlin.
3. Promptly following the payment of the Purchase Price and the Loan Repayment, Oberlin will return the original Warrant and the original Debenture to the Company, with the original Debenture marked "paid in full." In addition, following payment of the Purchase Price and the Loan Repayment, Oberlin agrees to execute such documents as are normally and customarily executed to terminate any notice filed in any public records to perfect any security interest granted to Oberlin in the Company's assets.
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FROM : OBERLIN CAPITAL, L.P.

PHONE NO. : 336 725 1155

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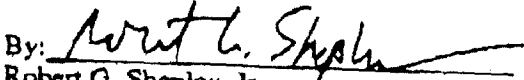


By: Michael H. Anderson, Chairman and
Chief Executive-Officer

The above terms are hereby accepted this 8th day of April, 2002.

OBERLIN CAPITAL, L.P.

By: Oberlin Capital Partners, LLC,
General Partner



By: Robert G. Shepley, Jr.

Its: President

Hereunto duly authorized