

10-04-2002

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

102240584

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):

U.S. Space Camp Foundation

10-1-02

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

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

2. Name and address of receiving party(ies)

Name: SouthTrust Bank

Internal

Address:

Street Address: 420 North 20th St., 6th Fl.

City: Birmingham State: AL Zip: 35203

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

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No N/A

3. Nature of conveyance:

- Assignment, Merger, Security Agreement, Change of Name, Other

Execution Date: September 25, 2002

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1938638; 1762193; 1673399; 1802996

Additional number(s) attached Yes No

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

Name: Jayna Partain Lamar

Internal Address: Maynard, Cooper & Gale, P.C.

Street Address: 1901 Sixth Avenue North 2400 AmSouth/Harbert Plaza

City: Birmingham State: AL Zip: 35203

6. Total number of applications and registrations involved:

4

7. Total fee (37 CFR 3.41):

\$ 115.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

N/A

(Attach duplicate copy of this page if paying by deposit account)

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.

Jayna Partain Lamar Name of Person Signing

Signature

09/26/02

Date

Total number of pages including cover sheet, attachments, and document: 6

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

10/01/2002 DRYRNE 00000143 1938638 01 FC:481 02 FC:482

40.00 DP 75.00 DP

OFFICE OF RECORDS 702 OCT - 1 7 56 FINANCE SECTION

BILL OF SALE AND ASSIGNMENT

This Bill of Sale and Assignment ("Bill of Sale"), dated as of September 25, 2002, is from U.S. Space Camp Foundation, an Alabama non-profit corporation ("USSCF") to SouthTrust Bank, an Alabama banking corporation, successor by conversion to SouthTrust Bank, National Association (formerly known as SouthTrust Bank of Alabama, National Association as secured party ("SouthTrust")).

WITNESSETH:

WHEREAS, USSCF is indebted to SouthTrust pursuant to certain promissory notes and undertakings, which indebtedness is secured by a security interest in and lien upon certain collateral, including without limitation, the trademarks more fully described on Exhibit A attached hereto, together with the goodwill of the business symbolized by the trademarks (collectively, the "Trademarks") as evidenced by the Security Agreement dated August 19, 1997, as amended by Amended & Restated Security Agreement dated October 3, 1997 (collectively, the "Security Agreement"); and

WHEREAS, SouthTrust perfected its security interest through a filing with United States Patent and Trademark Office at Reel 1645 Frame 0924-0941 and by the filing of a UCC-1 Financing Statement with the Alabama Secretary of State at File No. B 97-35388, as amended and continued; and

WHEREAS, SouthTrust holds the only recorded security interest in and to the Trademarks; and

WHEREAS, no parties are secondarily liable with USSCF for the obligations owed to SouthTrust; and

WHEREAS, USSCF has defaulted in its obligations under the Security Agreement that are secured, in part, by the Trademarks, and SouthTrust has made demand upon USSCF for payment of such obligations and seeks to exercise its rights against the collateral pursuant to the Security Agreement; and

WHEREAS, USSCF has agreed to assign or otherwise transfer to SouthTrust, and SouthTrust has agreed to accept and acquire, pursuant to its rights under the Security Agreement, assignment of all rights of USSCF in and to the Trademarks, including associated goodwill, in partial, but not complete, satisfaction of the indebtedness secured pursuant to the Security Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of \$10.00, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, pursuant to Section 7-9A-601, *et seq.* of the Alabama Uniform Commercial Code, including without limitation Section 7-9A-620(c)(1), USSCF does hereby sell, assign and transfer to SouthTrust, and SouthTrust does hereby accept, the Trademarks, including the goodwill of the business symbolized by the Trademarks, together with any and all rights of redemption, statutory or equitable, with respect thereto.

SouthTrust's acceptance of this assignment is not intended to operate as a release of the liens and security interests conveyed by USSCF to SouthTrust pursuant to the terms of the Security Agreement. If for any reason (i) this conveyance shall be held to be ineffective in any particular or shall be set aside in whole or in part in any judicial proceedings, including without limitation any proceedings under the Federal Bankruptcy Code, or (ii) any rights or interests in the Trademarks shall be asserted by any person or entity, or (iii) SouthTrust shall deem it necessary for any reason to proceed with other remedies permitted under Section 7-9A-601, *et seq.*, including without limitation, a disposition of the Trademarks through public or private sale, SouthTrust shall be considered to have retained all of its liens, title and rights under the Security Agreement, and SouthTrust shall have the right to exercise of any of its other remedies under the Security Agreement in all respects as if this instrument had not been executed, in order to ensure clear title in SouthTrust or its assigns.

The addresses of the parties are as follows:

USSCF:

U.S. Space Camp Foundation
Tranquility Base
Huntsville, Alabama 35807

SouthTrust:

SouthTrust Bank
420 North 20th Street, 6th Floor
Birmingham, Alabama 35203

This Bill of Sale shall be governed by the laws of the State of Alabama (without giving effect to the principles of conflicts of law thereof).

[remainder of page intentionally left blank]

In witness whereof, the parties hereto have set their hands and seals as of the date first above written.

Seller:

U.S. SPACE CAMP FOUNDATION

By Mike Gillespie
Its Chairman

Buyer:

SOUTHTRUST BANK

By [Signature]
Its SVP

STATE OF ALABAMA)
MADISON COUNTY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Mike Gillespie, whose name as Chairman of U.S. Space Camp Foundation, an Alabama non-profit corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 23rd day of September, 2002.

Candace M. Bowly
NOTARY PUBLIC
My Commission Expires: 1/27/03
[SEAL]

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Mr. Wayne F. Durlacher, whose name as Senior VP of SouthTrust Bank, an Alabama banking corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said banking corporation.

Given under my hand and official seal this 26th day of September, 2002.

Kathleen B. Collins
NOTARY PUBLIC
My Commission Expires: 1/26/03
[SEAL]

EXHIBIT A

TRADEMARKS

The following federally registered trademarks of U.S. Space Camp Foundation, together with the goodwill of the business symbolized by the Trademarks.

Trademark	Registration Number	Filing of Security Interest in favor of SouthTrust Bank
Astronaut Adventure	Reg. No. 1938638	Reel No. 1645 Frame 0924-0941
Astronaut Design	Reg. No. 1673399	Reel No. 1645 Frame 0924-0941
United States Astronaut Hall of Fame	Reg. No. 1762193	Reel No. 1645 Frame 0924-0941
United States Astronaut Hall of Fame	Reg. No. 1802996	Reel No. 1645 Frame 0924-0941

#795925

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

Tab settings ⇌ ⇌ ⇌

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1. Name of conveying party(ies):

U.S. Space Camp Foundation

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

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

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other _____

Execution Date: September 25, 2002

2. Name and address of receiving party(ies)

Name: SouthTrust Bank

Internal Address: _____
Address: _____

Street Address: 420 North 20th St., 6th Fl.

City: Birmingham State: AL Zip: 35203

- Individual(s) citizenship _____
- Association _____
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- Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No N/A
(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)

1938638; 1762193; 1673399; 1802996

Additional number(s) attached Yes No

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

Name: Jayna Partain Lamar

Internal Address: Maynard, Cooper & Gale, P.C.

Street Address: 1901 Sixth Avenue North
2400 AmSouth/Harbert Plaza

City: Birmingham State: AL Zip: 35203

6. Total number of applications and registrations involved:

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7. Total fee (37 CFR 3.41).....\$ 115.00

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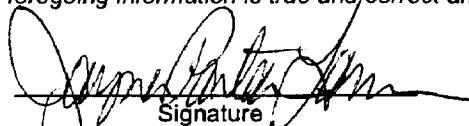
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To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Jayna Partain Lamar
Name of Person Signing


Signature

09/26/02
Date

Total number of pages including cover sheet, attachments, and document: 6

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

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WITNESSETH:

WHEREAS, USSCF is indebted to SouthTrust pursuant to certain promissory notes and undertakings, which indebtedness is secured by a security interest in and lien upon certain collateral, including without limitation, the trademarks more fully described on Exhibit A attached hereto, together with the goodwill of the business symbolized by the trademarks (collectively, the "Trademarks") as evidenced by the Security Agreement dated August 19, 1997, as amended by Amended & Restated Security Agreement dated October 3, 1997 (collectively, the "Security Agreement"); and

WHEREAS, SouthTrust perfected its security interest through a filing with United States Patent and Trademark Office at Reel 1645 Frame 0924-0941 and by the filing of a UCC-1 Financing Statement with the Alabama Secretary of State at File No. B 97-35388, as amended and continued; and

WHEREAS, SouthTrust holds the only recorded security interest in and to the Trademarks; and

WHEREAS, no parties are secondarily liable with USSCF for the obligations owed to SouthTrust; and

WHEREAS, USSCF has defaulted in its obligations under the Security Agreement that are secured, in part, by the Trademarks, and SouthTrust has made demand upon USSCF for payment of such obligations and seeks to exercise its rights against the collateral pursuant to the Security Agreement; and

WHEREAS, USSCF has agreed to assign or otherwise transfer to SouthTrust, and SouthTrust has agreed to accept and acquire, pursuant to its rights under the Security Agreement, assignment of all rights of USSCF in and to the Trademarks, including associated goodwill, in partial, but not complete, satisfaction of the indebtedness secured pursuant to the Security Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of \$10.00, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, pursuant to Section 7-9A-601, *et seq.* of the Alabama Uniform Commercial Code, including without limitation Section 7-9A-620(c)(1), USSCF does hereby sell, assign and transfer to SouthTrust, and SouthTrust does hereby accept, the Trademarks, including the goodwill of the business symbolized by the Trademarks, together with any and all rights of redemption, statutory or equitable, with respect thereto.

SouthTrust's acceptance of this assignment is not intended to operate as a release of the liens and security interests conveyed by USSCF to SouthTrust pursuant to the terms of the Security Agreement. If for any reason (i) this conveyance shall be held to be ineffective in any particular or shall be set aside in whole or in part in any judicial proceedings, including without limitation any proceedings under the Federal Bankruptcy Code, or (ii) any rights or interests in the Trademarks shall be asserted by any person or entity, or (iii) SouthTrust shall deem it necessary for any reason to proceed with other remedies permitted under Section 7-9A-601, *et seq.*, including without limitation, a disposition of the Trademarks through public or private sale, SouthTrust shall be considered to have retained all of its liens, title and rights under the Security Agreement, and SouthTrust shall have the right to exercise of any of its other remedies under the Security Agreement in all respects as if this instrument had not been executed, in order to ensure clear title in SouthTrust or its assigns.

The addresses of the parties are as follows:

USSCF:

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Tranquility Base
Huntsville, Alabama 35807

SouthTrust:

SouthTrust Bank
420 North 20th Street, 6th Floor
Birmingham, Alabama 35203

This Bill of Sale shall be governed by the laws of the State of Alabama (without giving effect to the principles of conflicts of law thereof).

[remainder of page intentionally left blank]

In witness whereof, the parties hereto have set their hands and seals as of the date first above written.

Seller:

U.S. SPACE CAMP FOUNDATION

By Mike Sullivan
Its Chairman

Buyer:

SOUTHTRUST BANK

By [Signature]
Its SVP

STATE OF ALABAMA)
MADISON COUNTY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Mike Gillespie, whose name as Chairman of U.S. Space Camp Foundation, an Alabama non-profit corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 23rd day of September, 2002.

Candace M. Bowly
NOTARY PUBLIC
My Commission Expires: 1/27/03
[SEAL]

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Mr. Wayne F. Durlacher, whose name as Senior VP of SouthTrust Bank, an Alabama banking corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said banking corporation.

Given under my hand and official seal this 26th day of September, 2002.

Kathleen B. Collins
NOTARY PUBLIC
My Commission Expires: 1/26/03
[SEAL]

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TRADEMARKS

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Tab settings ⇌ ⇌ ⇌ ▼ ▼ ▼ ▼ ▼ ▼ ▼

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 General Partnership Limited Partnership
 Corporation-State Alabama
 Other _____

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

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 (Designations must be a separate document from assignment)
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 Security Agreement Change of Name
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Additional number(s) attached Yes No

6. Total number of applications and registrations involved: 4

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Name: Jayna Partain Lamar
Internal Address: Maynard, Cooper & Gale, P.C.
Street Address: 1901 Sixth Avenue North
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7. Total fee (37 CFR 3.41).....\$ 115.00

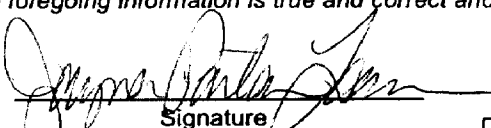
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WITNESSETH:

WHEREAS, USSCF is indebted to SouthTrust pursuant to certain promissory notes and undertakings, which indebtedness is secured by a security interest in and lien upon certain collateral, including without limitation, the trademarks more fully described on Exhibit A attached hereto, together with the goodwill of the business symbolized by the trademarks (collectively, the "Trademarks") as evidenced by the Security Agreement dated August 19, 1997, as amended by Amended & Restated Security Agreement dated October 3, 1997 (collectively, the "Security Agreement"); and

WHEREAS, SouthTrust perfected its security interest through a filing with United States Patent and Trademark Office at Reel 1645 Frame 0924-0941 and by the filing of a UCC-1 Financing Statement with the Alabama Secretary of State at File No. B 97-35388, as amended and continued; and

WHEREAS, SouthTrust holds the only recorded security interest in and to the Trademarks; and

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By Mike Gillespie
Its Chairman

Buyer:

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Its SVP

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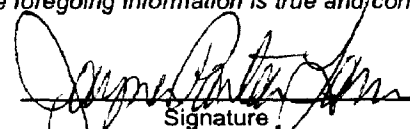
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SouthTrust's acceptance of this assignment is not intended to operate as a release of the liens and security interests conveyed by USSCF to SouthTrust pursuant to the terms of the Security Agreement. If for any reason (i) this conveyance shall be held to be ineffective in any particular or shall be set aside in whole or in part in any judicial proceedings, including without limitation any proceedings under the Federal Bankruptcy Code, or (ii) any rights or interests in the Trademarks shall be asserted by any person or entity, or (iii) SouthTrust shall deem it necessary for any reason to proceed with other remedies permitted under Section 7-9A-601, *et seq.*, including without limitation, a disposition of the Trademarks through public or private sale, SouthTrust shall be considered to have retained all of its liens, title and rights under the Security Agreement, and SouthTrust shall have the right to exercise of any of its other remedies under the Security Agreement in all respects as if this instrument had not been executed, in order to ensure clear title in SouthTrust or its assigns.

The addresses of the parties are as follows:

USSCF:

U.S. Space Camp Foundation
Tranquility Base
Huntsville, Alabama 35807

SouthTrust:

SouthTrust Bank
420 North 20th Street, 6th Floor
Birmingham, Alabama 35203

This Bill of Sale shall be governed by the laws of the State of Alabama (without giving effect to the principles of conflicts of law thereof).

[remainder of page intentionally left blank]

In witness whereof, the parties hereto have set their hands and seals as of the date first above written.

Seller:

U.S. SPACE CAMP FOUNDATION

By Mike Sullivan
Its Chairman

Buyer:

SOUTHTRUST BANK

By [Signature]
Its SVP

STATE OF ALABAMA)
MADISON COUNTY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Mike Gillespie, whose name as Chairman of U.S. Space Camp Foundation, an Alabama non-profit corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 23rd day of September, 2002.

Candace M. Bowly
NOTARY PUBLIC
My Commission Expires: 1/27/03
[SEAL]

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Mr. Wayne F. Durlacher, whose name as Senior VP of SouthTrust Bank, an Alabama banking corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said banking corporation.

Given under my hand and official seal this 26th day of September, 2002.

Kathleen B. Collins
NOTARY PUBLIC
My Commission Expires: 1/26/03
[SEAL]

EXHIBIT A

TRADEMARKS

The following federally registered trademarks of U.S. Space Camp Foundation, together with the goodwill of the business symbolized by the Trademarks.

Trademark	Registration Number	Filing of Security Interest in favor of South Trust Bank
Astronaut Adventure	Reg. No. 1938638	Reel No. 1645 Frame 0924-0941
Astronaut Design	Reg. No. 1673399	Reel No. 1645 Frame 0924-0941
United States Astronaut Hall of Fame	Reg. No. 1762193	Reel No. 1645 Frame 0924-0941
United States Astronaut Hall of Fame	Reg. No. 1802996	Reel No. 1645 Frame 0924-0941

#795925

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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):
U.S. Space Camp Foundation

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

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

2. Name and address of receiving party(ies)
Name: SouthTrust Bank
Internal Address: _____
Address: _____
Street Address: 420 North 20th St., 6th Fl.
City: Birmingham State: AL Zip: 35203

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

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No N/A
 (Designations must be a separate document from assignment)
 Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: September 25, 2002

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
B. Trademark Registration No.(s)
1938638; 1762193; 1673399; 1802996

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Jayna Partain Lamar
Internal Address: Maynard, Cooper & Gale, P.C.

Street Address: 1901 Sixth Avenue North
2400 AmSouth/Harbert Plaza
City: Birmingham State: AL Zip: 35203


6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41).....\$ 115.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
N/A
(Attach duplicate copy of this page if paying by deposit account)

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.

Jayna Partain Lamar  09/26/02
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 6

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

BILL OF SALE AND ASSIGNMENT

This Bill of Sale and Assignment ("Bill of Sale"), dated as of September 25, 2002, is from U.S. Space Camp Foundation, an Alabama non-profit corporation ("USSCF") to SouthTrust Bank, an Alabama banking corporation, successor by conversion to SouthTrust Bank, National Association (formerly known as SouthTrust Bank of Alabama, National Association as secured party ("SouthTrust").

WITNESSETH:

WHEREAS, USSCF is indebted to SouthTrust pursuant to certain promissory notes and undertakings, which indebtedness is secured by a security interest in and lien upon certain collateral, including without limitation, the trademarks more fully described on Exhibit A attached hereto, together with the goodwill of the business symbolized by the trademarks (collectively, the "Trademarks") as evidenced by the Security Agreement dated August 19, 1997, as amended by Amended & Restated Security Agreement dated October 3, 1997 (collectively, the "Security Agreement"); and

WHEREAS, SouthTrust perfected its security interest through a filing with United States Patent and Trademark Office at Reel 1645 Frame 0924-0941 and by the filing of a UCC-1 Financing Statement with the Alabama Secretary of State at File No. B 97-35388, as amended and continued; and

WHEREAS, SouthTrust holds the only recorded security interest in and to the Trademarks; and

WHEREAS, no parties are secondarily liable with USSCF for the obligations owed to SouthTrust; and

WHEREAS, USSCF has defaulted in its obligations under the Security Agreement that are secured, in part, by the Trademarks, and SouthTrust has made demand upon USSCF for payment of such obligations and seeks to exercise its rights against the collateral pursuant to the Security Agreement; and

WHEREAS, USSCF has agreed to assign or otherwise transfer to SouthTrust, and SouthTrust has agreed to accept and acquire, pursuant to its rights under the Security Agreement, assignment of all rights of USSCF in and to the Trademarks, including associated goodwill, in partial, but not complete, satisfaction of the indebtedness secured pursuant to the Security Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of \$10.00, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, pursuant to Section 7-9A-601, *et seq.* of the Alabama Uniform Commercial Code, including without limitation Section 7-9A-620(c)(1), USSCF does hereby sell, assign and transfer to SouthTrust, and SouthTrust does hereby accept, the Trademarks, including the goodwill of the business symbolized by the Trademarks, together with any and all rights of redemption, statutory or equitable, with respect thereto.

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U.S. Space Camp Foundation
Tranquility Base
Huntsville, Alabama 35807

SouthTrust:

SouthTrust Bank
420 North 20th Street, 6th Floor
Birmingham, Alabama 35203

This Bill of Sale shall be governed by the laws of the State of Alabama (without giving effect to the principles of conflicts of law thereof).

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In witness whereof, the parties hereto have set their hands and seals as of the date first above written.

Seller:

U.S. SPACE CAMP FOUNDATION

By Mike Gillespie
Its Chairman

Buyer:

SOUTHTRUST BANK

By [Signature]
Its SVP

STATE OF ALABAMA)
MADISON COUNTY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Mike Gillespie, whose name as Chairman of U.S. Space Camp Foundation, an Alabama non-profit corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 23rd day of September, 2002.

Condace M. Bowly
NOTARY PUBLIC
My Commission Expires: 1/27/03
[SEAL]

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Mr. Wayne F. Durlacher, whose name as Senior VP of SouthTrust Bank, an Alabama banking corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said banking corporation.

Given under my hand and official seal this 26th day of September, 2002.

Kathleen B. Collins
NOTARY PUBLIC
My Commission Expires: 1/26/03
[SEAL]

EXHIBIT A

TRADEMARKS

The following federally registered trademarks of U.S. Space Camp Foundation, together with the goodwill of the business symbolized by the Trademarks.

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United States Astronaut Hall of Fame	Reg. No. 1802996	Reel No. 1645 Frame 0924-0941

#795925

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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):
U.S. Space Camp Foundation

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

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

2. Name and address of receiving party(ies)
Name: SouthTrust Bank
Internal
Address: _____
Street Address: 420 North 20th St., 6th Fl.
City: Birmingham State: AL Zip: 35203

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

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No N/A
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: September 25, 2002

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
B. Trademark Registration No.(s)
1938638; 1762193; 1673399; 1802996

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Jayna Partain Lamar
Internal Address: Maynard, Cooper & Gale, P.C.
Street Address: 1901 Sixth Avenue North
2400 AmSouth/Harbert Plaza
City: Birmingham State: AL Zip: 35203

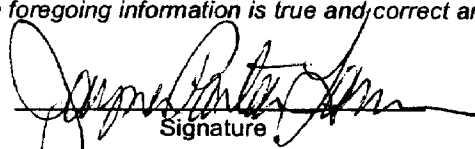
6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41).....\$ 115.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
N/A
(Attach duplicate copy of this page if paying by deposit account)

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.

Jayna Partain Lamar  09/26/02
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 6

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

BILL OF SALE AND ASSIGNMENT

This Bill of Sale and Assignment ("Bill of Sale"), dated as of September 25, 2002, is from U.S. Space Camp Foundation, an Alabama non-profit corporation ("USSCF") to SouthTrust Bank, an Alabama banking corporation, successor by conversion to SouthTrust Bank, National Association (formerly known as SouthTrust Bank of Alabama, National Association as secured party ("SouthTrust").

WITNESSETH:

WHEREAS, USSCF is indebted to SouthTrust pursuant to certain promissory notes and undertakings, which indebtedness is secured by a security interest in and lien upon certain collateral, including without limitation, the trademarks more fully described on Exhibit A attached hereto, together with the goodwill of the business symbolized by the trademarks (collectively, the "Trademarks") as evidenced by the Security Agreement dated August 19, 1997, as amended by Amended & Restated Security Agreement dated October 3, 1997 (collectively, the "Security Agreement"); and

WHEREAS, SouthTrust perfected its security interest through a filing with United States Patent and Trademark Office at Reel 1645 Frame 0924-0941 and by the filing of a UCC-1 Financing Statement with the Alabama Secretary of State at File No. B 97-35388, as amended and continued; and

WHEREAS, SouthTrust holds the only recorded security interest in and to the Trademarks; and

WHEREAS, no parties are secondarily liable with USSCF for the obligations owed to SouthTrust; and

WHEREAS, USSCF has defaulted in its obligations under the Security Agreement that are secured, in part, by the Trademarks, and SouthTrust has made demand upon USSCF for payment of such obligations and seeks to exercise its rights against the collateral pursuant to the Security Agreement; and

WHEREAS, USSCF has agreed to assign or otherwise transfer to SouthTrust, and SouthTrust has agreed to accept and acquire, pursuant to its rights under the Security Agreement, assignment of all rights of USSCF in and to the Trademarks, including associated goodwill, in partial, but not complete, satisfaction of the indebtedness secured pursuant to the Security Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of \$10.00, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, pursuant to Section 7-9A-601, *et seq.* of the Alabama Uniform Commercial Code, including without limitation Section 7-9A-620(c)(1), USSCF does hereby sell, assign and transfer to SouthTrust, and SouthTrust does hereby accept, the Trademarks, including the goodwill of the business symbolized by the Trademarks, together with any and all rights of redemption, statutory or equitable, with respect thereto.

SouthTrust's acceptance of this assignment is not intended to operate as a release of the liens and security interests conveyed by USSCF to SouthTrust pursuant to the terms of the Security Agreement. If for any reason (i) this conveyance shall be held to be ineffective in any particular or shall be set aside in whole or in part in any judicial proceedings, including without limitation any proceedings under the Federal Bankruptcy Code, or (ii) any rights or interests in the Trademarks shall be asserted by any person or entity, or (iii) SouthTrust shall deem it necessary for any reason to proceed with other remedies permitted under Section 7-9A-601, *et seq.*, including without limitation, a disposition of the Trademarks through public or private sale, SouthTrust shall be considered to have retained all of its liens, title and rights under the Security Agreement, and SouthTrust shall have the right to exercise of any of its other remedies under the Security Agreement in all respects as if this instrument had not been executed, in order to ensure clear title in SouthTrust or its assigns.

The addresses of the parties are as follows:

USSCF:

U.S. Space Camp Foundation
Tranquility Base
Huntsville, Alabama 35807

SouthTrust:

SouthTrust Bank
420 North 20th Street, 6th Floor
Birmingham, Alabama 35203

This Bill of Sale shall be governed by the laws of the State of Alabama (without giving effect to the principles of conflicts of law thereof).

[remainder of page intentionally left blank]

In witness whereof, the parties hereto have set their hands and seals as of the date first above written.

Seller:

U.S. SPACE CAMP FOUNDATION

By Mike Gillespie
Its Chairman

Buyer:

SOUTHTRUST BANK

By [Signature]
Its SVP

STATE OF ALABAMA)
MADISON COUNTY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Mike Gillespie, whose name as Chairman of U.S. Space Camp Foundation, an Alabama non-profit corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 23rd day of September, 2002.

Condace M. Bowly
NOTARY PUBLIC
My Commission Expires: 1/27/03
[SEAL]

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Mr. Wayne F. Durlacher, whose name as Senior VP of SouthTrust Bank, an Alabama banking corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said banking corporation.

Given under my hand and official seal this 26th day of September, 2002.

Katherine B. Collins
NOTARY PUBLIC
My Commission Expires: 1/26/03
[SEAL]

EXHIBIT A

TRADEMARKS

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United States Astronaut Hall of Fame	Reg. No. 1802996	Reel No. 1645 Frame 0924-0941

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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):
U.S. Space Camp Foundation

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

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

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 Limited Partnership _____
 Corporation-State Alabama
 Other _____

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 (Designations must be a separate document from assignment)
 Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: September 25, 2002

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
B. Trademark Registration No.(s)
1938638; 1762193; 1673399; 1802996

Additional number(s) attached Yes No

6. Total number of applications and registrations involved: 4

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Jayna Partain Lamar
Internal Address: Maynard, Cooper & Gale, P.C.
Street Address: 1901 Sixth Avenue North
2400 AmSouth/Harbert Plaza
City: Birmingham State: AL Zip: 35203

7. Total fee (37 CFR 3.41).....\$ 115.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
N/A

(Attach duplicate copy of this page if paying by deposit account)

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.

Jayna Partain Lamar [Signature] 09/26/02
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 6

OFFICE OF PATENT RECORDS
2002 OCT -11 AM 7:55
FINANCE SECTION

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

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WHEREAS, SouthTrust holds the only recorded security interest in and to the Trademarks; and

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WHEREAS, USSCF has defaulted in its obligations under the Security Agreement that are secured, in part, by the Trademarks, and SouthTrust has made demand upon USSCF for payment of such obligations and seeks to exercise its rights against the collateral pursuant to the Security Agreement; and

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This Bill of Sale shall be governed by the laws of the State of Alabama (without giving effect to the principles of conflicts of law thereof).

[remainder of page intentionally left blank]

In witness whereof, the parties hereto have set their hands and seals as of the date first above written.

Seller:

U.S. SPACE CAMP FOUNDATION

By Mike Gillespie
Its Chairman

Buyer:

SOUTHTRUST BANK

By [Signature]
Its SVP

STATE OF ALABAMA)
MADISON COUNTY)

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Given under my hand and official seal this 23rd day of September, 2002.

Candace M. Bowly
NOTARY PUBLIC
My Commission Expires: 1/27/03
[SEAL]

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JEFFERSON COUNTY)

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NOTARY PUBLIC
My Commission Expires: 1/26/03
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United States Astronaut Hall of Fame	Reg. No. 1802996	Reel No. 1645 Frame 0924-0941

#795925

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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 Corporation-State Alabama
 Other _____

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

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Name: Jayna Partain Lamar
Internal Address: Maynard, Cooper & Gale, P.C.
Street Address: 1901 Sixth Avenue North
2400 AmSouth/Harbert Plaza
City: Birmingham State: AL Zip: 35203

7. Total fee (37 CFR 3.41).....\$ 115.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
N/A
(Attach duplicate copy of this page if paying by deposit account)

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.

Jayna Partain Lamar [Signature] 09/26/02
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: **6**

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

BILL OF SALE AND ASSIGNMENT

This Bill of Sale and Assignment ("Bill of Sale"), dated as of September 25, 2002, is from U.S. Space Camp Foundation, an Alabama non-profit corporation ("USSCF") to SouthTrust Bank, an Alabama banking corporation, successor by conversion to SouthTrust Bank, National Association (formerly known as SouthTrust Bank of Alabama, National Association as secured party ("SouthTrust")).

WITNESSETH:

WHEREAS, USSCF is indebted to SouthTrust pursuant to certain promissory notes and undertakings, which indebtedness is secured by a security interest in and lien upon certain collateral, including without limitation, the trademarks more fully described on Exhibit A attached hereto, together with the goodwill of the business symbolized by the trademarks (collectively, the "Trademarks") as evidenced by the Security Agreement dated August 19, 1997, as amended by Amended & Restated Security Agreement dated October 3, 1997 (collectively, the "Security Agreement"); and

WHEREAS, SouthTrust perfected its security interest through a filing with United States Patent and Trademark Office at Reel 1645 Frame 0924-0941 and by the filing of a UCC-1 Financing Statement with the Alabama Secretary of State at File No. B 97-35388, as amended and continued; and

WHEREAS, SouthTrust holds the only recorded security interest in and to the Trademarks; and

WHEREAS, no parties are secondarily liable with USSCF for the obligations owed to SouthTrust; and

WHEREAS, USSCF has defaulted in its obligations under the Security Agreement that are secured, in part, by the Trademarks, and SouthTrust has made demand upon USSCF for payment of such obligations and seeks to exercise its rights against the collateral pursuant to the Security Agreement; and

WHEREAS, USSCF has agreed to assign or otherwise transfer to SouthTrust, and SouthTrust has agreed to accept and acquire, pursuant to its rights under the Security Agreement, assignment of all rights of USSCF in and to the Trademarks, including associated goodwill, in partial, but not complete, satisfaction of the indebtedness secured pursuant to the Security Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of \$10.00, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, pursuant to Section 7-9A-601, *et seq.* of the Alabama Uniform Commercial Code, including without limitation Section 7-9A-620(c)(1), USSCF does hereby sell, assign and transfer to SouthTrust, and SouthTrust does hereby accept, the Trademarks, including the goodwill of the business symbolized by the Trademarks, together with any and all rights of redemption, statutory or equitable, with respect thereto.

SouthTrust's acceptance of this assignment is not intended to operate as a release of the liens and security interests conveyed by USSCF to SouthTrust pursuant to the terms of the Security Agreement. If for any reason (i) this conveyance shall be held to be ineffective in any particular or shall be set aside in whole or in part in any judicial proceedings, including without limitation any proceedings under the Federal Bankruptcy Code, or (ii) any rights or interests in the Trademarks shall be asserted by any person or entity, or (iii) SouthTrust shall deem it necessary for any reason to proceed with other remedies permitted under Section 7-9A-601, *et seq.*, including without limitation, a disposition of the Trademarks through public or private sale, SouthTrust shall be considered to have retained all of its liens, title and rights under the Security Agreement, and SouthTrust shall have the right to exercise of any of its other remedies under the Security Agreement in all respects as if this instrument had not been executed, in order to ensure clear title in SouthTrust or its assigns.

The addresses of the parties are as follows:

USSCF:

U.S. Space Camp Foundation
Tranquility Base
Huntsville, Alabama 35807

SouthTrust:

SouthTrust Bank
420 North 20th Street, 6th Floor
Birmingham, Alabama 35203

This Bill of Sale shall be governed by the laws of the State of Alabama (without giving effect to the principles of conflicts of law thereof).

[remainder of page intentionally left blank]

In witness whereof, the parties hereto have set their hands and seals as of the date first above written.

Seller:

U.S. SPACE CAMP FOUNDATION

By Mike Sullivan
Its Chairman

Buyer:

SOUTHTRUST BANK

By [Signature]
Its SVP

STATE OF ALABAMA)
MADISON COUNTY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Mike Gillespie, whose name as Chairman of U.S. Space Camp Foundation, an Alabama non-profit corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 23rd day of September, 2002.

Condace M. Bowls
NOTARY PUBLIC
My Commission Expires: 1/27/03
[SEAL]

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Mr. Wayne F. Durlacher, whose name as Senior VP of SouthTrust Bank, an Alabama banking corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said banking corporation.

Given under my hand and official seal this 26th day of September, 2002.

Kathleen B. Collins
NOTARY PUBLIC
My Commission Expires: 1/26/03
[SEAL]

EXHIBIT A

TRADEMARKS

The following federally registered trademarks of U.S. Space Camp Foundation, together with the goodwill of the business symbolized by the Trademarks.

Trademark	Registration Number	Filing of Security Interest in favor of SouthTrust Bank
Astronaut Adventure	Reg. No. 1938638	Reel No. 1645 Frame 0924-0941
Astronaut Design	Reg. No. 1673399	Reel No. 1645 Frame 0924-0941
United States Astronaut Hall of Fame	Reg. No. 1762193	Reel No. 1645 Frame 0924-0941
United States Astronaut Hall of Fame	Reg. No. 1802996	Reel No. 1645 Frame 0924-0941

#795925

MAYNARD, COOPER & GALE, P.C.

ATTORNEYS AT LAW

1901 SIXTH AVENUE NORTH

2400 AMSOUTH/HARBERT PLAZA

BIRMINGHAM, ALABAMA 35203-2618

(205) 254-1000

FACSIMILE (205) 254-1999

JAYNA PARTAIN LAMAR

DIRECT DIAL NO. (205) 254-1048
E-MAIL ADDRESS: JLAMAR@MCGLAW.COM

September 26, 2002

Commissioner of Patent & Trademarks
Box Assignments
Washington, D.C. 20231

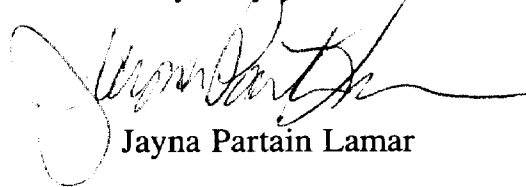
RE: Trademark Registration Nos. 1938638; 1762193; 1673399; 1802996

Dear Sir or Madam:

Enclosed please find four originals and one copy of a Recordation Form Cover Sheet and Bill of Sale and Assignment for recording with respect to each of the above-referenced trademark registrations as well as a check in the amount of \$115.00 to cover the cost of recording. I ask that you return a copy of each Cover Sheet and Bill of Sale and Assignment stamped as recorded by your office for my files. A self-addressed, stamped envelope has also been enclosed for your convenience in this regard. Your assistance is greatly appreciated.

If you have any questions, please do not hesitate to give me a call.

Very truly yours,



Jayna Partain Lamar

JPL/cnl
Enclosures

00816365.1

RECORDED: 10/01/2002

TRADEMARK
REEL: 002592 FRAME: 0880