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To the Honorable Commissioner of I

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tached original documents or copy thereof.

1. Name of conveying party(ies):
RICON CORP.

1-2-03

- Individual(s)
 - General Partnership
 - Corporation-State CA
 - Other
- Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services, Inc., as Agent

Internal Address: _____
Street Address : 222 North LaSalle Street, 17th Floor
City: Chicago State: IL Zip: 60601

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

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

3. Nature of conveyance:

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

Execution Date: December 13, 2002

4. Application number(s) or trademark

A. Trademark Application No.(s)
- SEE THE ATTACHED -

B. Trademark Registration
- SEE THE ATTACHED -

Additional numbers attached? YES

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

Name: _____
Internal Address: _____
FEDERAL RESEARCH CORP
800 15th STREET NW
SUITE 920
Street Address: **WASHINGTON DC 20005**
City _____ Stat _____ ZIP _____

6. Total number of applications and registrations 10

7. Total fee (37 CFR 3.41) \$ 265.00
 Enclosed
 Authorized to be charged to deposit

8. Deposit account number: _____

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

01/03/2003 DBYRNE 00000042 2024317

DO NOT USE THIS SPACE

01 FC:8521 40.00 00
02 PC:8521 225.00 00

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

Rebecca L. Foley
Name of Person

Rebecca L. Foley
Signature

12/19/02
Date

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

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

Schedule 1

Trademarks

Reg # /App #	Product	
2027471	ACCESSIBILTY WITH STYLE	10
1579119	ECLIPSE (UK)	
2024317	ECLIPSE (US)	1
76/408150 76/40815 PENDING	FREEDOM (US)	2
75/917364 APP	KLEARVUE (US)	3
76/215528 APP	LIFTRPRO (US)	4
819.357.839	RICON (BRA)	
4.197.102	RICON (Japan)	
1.530.561	RICON (USA)	5
76/214807 APP	SPACEPRO (US)	6
1.563.061	SPIRIT (US)	7
1.757.554	UNI-LITE (US)	8
76/413.819 PENDING	EXPRESSRAMP (US)	9

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 13th day of December, 2002, by Ricon Corp., a California corporation ("Grantor") in favor of Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc., in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) ("Grantee"):

W I T N E S S E T H

WHEREAS, Grantor and Grantee are parties to a certain Credit Agreement of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Grantor by Lenders;

WHEREAS, pursuant to the terms of a certain Security Agreement of even date herewith between Grantor and Grantee (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), Grantor has granted to Grantee, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement;

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

1. Incorporation of Credit Agreement and Security Agreement. The Credit Agreement and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

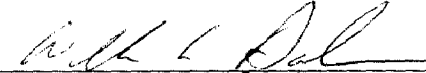
2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

RICON CORP.

By: 
Name: William L. Baldwin
Its: President and CEO

Agreed and Accepted
As of the Date First Written Above

MERRILL LYNCH CAPITAL, a division of
Merrill Lynch Business Financial Services Inc.,
as Agent

By: _____
Name: _____
Its: _____

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

RICON CORP.

By: _____
Name: _____
Its: _____

Agreed and Accepted
As of the Date First Written Above

MERRILL LYNCH CAPITAL, a division of
Merrill Lynch Business Financial Services Inc.,
as Agent

By: *Bradley Ament*
Name: Bradley A. Ament
Its: Director

Schedule 1

Trademarks

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