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RECORDATIC TRADE

DEPARTMENT OF COMMERCE Patent and Trademark Office

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): Steele Racing Enterprises, Inc. [] Individual(s) [] Association [] General Partnership [] Limited Partnership [X] Corporation-State (Delaware) [] Other

2. Name and address of receiving party(ies) Name: Thomas Stout and Nancy Stout Internal (joint owners) Address: Street Address: 2988 Westhurst Lane City: Oakton State: VA Zip: 22124 [X] Individual(s) citizenship U.S. citizens [] Association [] General Partnership [] Limited Partnership [] Corporation-State [] Other

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

3. Nature of conveyance: [] Assignment [] Merger [X] Security Agreement [] Change of Name [] Other

Execution Date: May 19, 2003

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

4. Application number(s) or registration number(s): A. Trademark Application No.(s) 76208688; 76208687

B. Trademark Registration No.(s)

Additional number(s) attached [] Yes [X] No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Susan Neuberger Weller Internal Address: Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C.

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41).....\$ 65.00 [X] Enclosed [X] Authorized to be charged to deposit account

Street Address: 12010 Sunset Hills Road, Suite 900 City: Reston State: VA Zip: 20190

8. Deposit account number: 50-0311 (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. Susan Neuberger Weller Name of Person Signing [Signature] Signature May 22, 2003 Date

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

05/27/2003 EDOOPER 00000070 76208688

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

01 FC:8521 40.00 OP 02 FC:8522 25.00 OP

TRADEMARK REEL: 002740 FRAME: 0322

ASSIGNMENT FOR SECURITY

TRADEMARKS

WHEREAS, Steele Racing Enterprises, Inc., a Delaware corporation, trading as Steele Technologies (the "Assignor"), has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the on the annexed Schedule 1A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor has entered into a Second Amended and Restated Security Agreement, dated May 9, 2003 (collectively the "Security Agreement"), in favor of Thomas Stout and Nancy Stout (the "Assignees");

WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignees and granted to the Assignees a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, from any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations (as defined in the Security Agreement, as amended);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignees and grant to the Assignees a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignees with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Only a continuing security interest is being granted hereby, and nothing contained herein is intended to constitute an assignment or transfer of the ownership of the Collateral.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of May 19, 2003.

ASSIGNOR:

STEELE RACING ENTERPRISES, INC.

By: Robert C. Steeb
Name:
Title:

STATE OF Virginia ss.:
COUNTY OF Fairfax

On this 19 day of May 2003, before me personally came Robert C. Steeb to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that he is the President/CEO of each of Steele Racing Enterprises, Inc. and that he executed the foregoing instrument in the name Steele Racing Enterprises, Inc. and that he had authority to sign the same, and he acknowledged to me that he executed the same as the act and deed of each said firm for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Judith Driffell
Notary Public

(SEAL)

My Commission Expires: 7-31-07

SCHEDULE 1A TO ASSIGNMENT FOR SECURITY

Trademark and Trademark Applications

Description	Registration/Application Serial Number	Registration/Application Date
Racclens	76/208688	2/12/2001
Xtremelens	76/208687	2/12/2001

RES 92974v1