

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Sentinel Technologies, Inc.		09/30/2006	CORPORATION: DELAWARE
LLG, LLC		09/30/2006	LIMITED LIABILITY COMPANY: COLORADO
Sentinel Cash Systems, LLC		09/30/2006	LIMITED LIABILITY COMPANY: DELAWARE
Sentinel Management, LLC		09/30/2006	LIMITED LIABILITY COMPANY: DELAWARE
Sentinel Operating, LP		09/30/2006	LIMITED PARTNERSHIP: TEXAS

**RECEIVING PARTY DATA**

<b>Name:</b>	Laurus Master Fund, Ltd.
<b>Street Address:</b>	825 Third Avenue
<b>Internal Address:</b>	c/o Laurus Capital Management LLC
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10022
<b>Entity Type:</b>	COMPANY: CAYMAN ISLANDS

**PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Registration Number:	2420562	TIDEL
Registration Number:	1135046	TACC

**CORRESPONDENCE DATA**

Fax Number: (866)826-5420  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 3016380511  
 Email: ipresearchplus@comcast.net  
 Correspondent Name: IP Research Plus, Inc.

CH \$65.00 2420562

Address Line 1: 21 Tadcaster Circle  
Address Line 2: Attn: Penelope J.A. Agodoa  
Address Line 4: Waldorf, MARYLAND 20602

NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	10/05/2006

Total Attachments: 17  
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(Trademarks)

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "Agreement"), dated as of September 30, 2006, is made by SENTINEL TECHNOLOGIES, INC., a Delaware corporation ("Sentinel Technologies"), LLG, LLC, a Colorado limited liability company ("LLG"), SENTINEL CASH SYSTEMS, L.L.C., a Delaware limited liability company ("Sentinel Cash"), SENTINEL MANAGEMENT, L.L.C., a Delaware limited liability company ("Sentinel Management"), and SENTINEL OPERATING, L.P., a Texas limited partnership ("Sentinel Operating"), and together with Sentinel Technologies, LLG, Sentinel Cash and Sentinel Management, each a "Grantor" and collectively, the "Grantors", in favor of LAURUS MASTER FUND, LTD. ("Laurus").

WHEREAS, pursuant to (a) that certain Securities Purchase Agreement dated as of September 30, 2006 by and between Sentinel Technologies and Laurus (as from time to time amended, restated, supplemented or otherwise modified, the "Purchase Agreement") and (b) that certain Security Agreement dated as of September 30, 2006 by and among Sentinel Technologies, Sentinel Operating and Laurus (as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"), Laurus has agreed to provide financial accommodations to Sentinel Technologies;

WHEREAS, pursuant to that certain Guaranty dated as of the date hereof made by LLG, Sentinel Cash, Sentinel Management and Sentinel Operating (collectively, the "Guarantors") in favor of Laurus (as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty"), the Guarantors guaranteed all of the obligations and liabilities of Sentinel Technologies under the Purchase Agreement, the Related Agreements (as defined in the Purchase Agreement), the Security Agreement, and the Ancillary Agreements (as defined in the Security Agreement).

WHEREAS, Laurus is willing to enter into the Purchase Agreement and the Security Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Laurus this Agreement;

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

### Section 1      DEFINED TERMS.

(a)      When used herein the following terms shall have the following meanings:

"Copyrights" means all copyrights arising under the laws of the United States, any other country or any political subdivision thereof, whether registered or unregistered and whether published or unpublished, all registrations and recordings thereof, and all applications in connection therewith, including all registrations, recordings and applications in the United States Copyright Office, and the right to obtain all renewals of any of the foregoing.

"Copyright Licenses" means all written agreements naming any Grantor as licensor or licensee, granting any right under any Copyright, including the grant of rights to manufacture, distribute, exploit and sell materials derived from any Copyright.

"General Intangibles" shall have the meaning provided thereto in Section 9-102 of the UCC, as amended, restated or otherwise modified from time to time.

"Master Security Agreement" shall have the meaning provided thereto in Section 6 hereof.

"Obligations" shall have the meaning provided thereto in each of the Security Agreement and the Master Security Agreement.

"Patents" means (a) all letters patent of the United States, any other country or any political subdivision thereof, and all reissues and extensions of such letters patent, (b) all applications for letters patent of the United States or any other country and all divisions, continuations and continuations-in-part thereof, and (c) all rights to obtain any reissues or extensions of the foregoing.

"Patent Licenses" means all agreements, whether written or oral, providing for the grant by or to any Grantor of any right to manufacture, use or sell any invention covered in whole or in part by a Patent.

"Trademarks" means (a) all trademarks, trade names, corporate names, business names, fictitious business names, trade styles, services marks, logos and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or political subdivision thereof, or otherwise, and all common-law rights thereto, and (b) the right to obtain all renewals thereof.

"Trademark Licenses" means, collectively, each agreement, whether written or oral, providing for the grant by or to any Grantor of any right to use any Trademark.

"UCC" shall have the meaning provided thereto in the Master Security Agreement.

(b) All capitalized terms used but not otherwise defined herein have the meanings given to them in the Purchase Agreement.

Section 2 GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL. To secure the complete and timely payment of all the Obligations of the Grantors now or hereafter existing from time to time, each Grantor hereby grants to Laurus a continuing first priority security interest (subject to Sections 4.9 and 4.10 of the Purchase Agreement) in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Collateral"):

(a) all of its Patents and Patent Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule II hereto;

(c) all of its Copyrights and Copyright Licenses to which it is a party including those referred to on Schedule III hereto;

(d) all reissues, continuations or extensions of the foregoing;

(e) all goodwill of the business connected with the use of, and symbolized by, each Patent, each Patent License, each Trademark, each Trademark License, each Copyright and each Copyright License; and

(f) all proceeds (as such term is defined in Section 9-102 of the UCC) (other than proceeds from a sale or granting of a license in the ordinary course of business) of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Patent or Patent licensed under any Patent License, (ii) injury to the goodwill associated with any Patent or any Patent licensed under any Patent License, (iii) infringement or dilution of any Trademark or Trademark licensed under any Trademark License, (iv) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License, (v) infringement or dilution of any Copyright or Copyright licensed under any Copyright License, and (vi) injury to the goodwill associated with any Copyright or any Copyright licensed under any Copyright License.

Section 3 REPRESENTATIONS AND WARRANTIES. Each Grantor represents and warrants that such Grantor does not have any interest in, or title to, any Patent, Trademark or Copyright except as set forth in Schedule I, Schedule II and Schedule III, respectively, hereto. Except as set forth in Section 4.10 of the Purchase Agreement, each Grantor's Patents, Trademarks and Copyrights are valid and enforceable and each of the Grantors owns or possesses sufficient legal rights to all of its Patents, Trademarks and Copyrights, without any known infringement of the rights of others. Subject to the proper filing of UCC-1 financing statements in the appropriate jurisdictions and the proper filing of the security interest in the Collateral with the United States Patent and Trademark Office and the Copyright Office or other similar agencies in any foreign jurisdiction, this Agreement is effective to create a valid and continuing lien on and perfected security interests in favor of Laurus in all of each Grantor's Patents, Trademarks and Copyrights and such perfected security interests are enforceable as such as against any and all creditors of, and purchasers from, each Grantor. Upon the filing of appropriate financing statements and the appropriate filing of the security interest in the Collateral with the United States Patent and Trademark Office, the Copyright Office or similar agencies in any foreign jurisdiction, all action necessary or desirable to protect and perfect Laurus' lien on each Grantor's Patents, Trademarks and Copyrights shall have been duly taken.

Section 4 COVENANTS. Each Grantor covenants and agrees with Laurus that from and after the date of this Agreement:

(a) Such Grantor shall notify Laurus immediately if it knows that any application or registration relating to any Patent, Trademark or Copyright (now or hereafter existing) may become abandoned or dedicated, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court) regarding such Grantor's ownership of any Patent, Trademark or Copyright, its right to register the same, or to keep and maintain the same.

(b) In no event shall such Grantor, either directly or through any agent, employee, licensee or designee, file an application for the registration of any Patent, Trademark or Copyright with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency without giving Laurus prior written notice thereof, and, upon request of Laurus, such Grantor shall execute and deliver a supplement hereto (in form and substance reasonably satisfactory to Laurus) to evidence Laurus' lien on such Patent, Trademark or Copyright, and the General Intangibles of such Grantor relating thereto or represented thereby.

(c) Such Grantor shall take all commercially reasonable actions necessary or reasonably requested by Laurus to maintain and pursue each application, to obtain the relevant registration and to maintain the registration of each of the Patents or Trademarks (now or hereafter existing), including the filing of applications for renewal, affidavits of use, affidavits of noncontestability and opposition and interference and cancellation proceedings.

(d) In the event that any of the Collateral is infringed upon or misappropriated by a third party, such Grantor shall notify Laurus promptly after such Grantor learns thereof. Such Grantor shall, unless it shall reasonably determine that such Collateral is in no way material to the conduct of its business or operations, use its commercially reasonable efforts to promptly sue for infringement, misappropriation or dilution and to recover any and all damages for such infringement or misappropriation, and shall take such other actions as Laurus shall reasonably deem appropriate under the circumstances to protect such Collateral.

Section 5 EXECUTION OF POWER OF ATTORNEY. Concurrently with the execution and delivery of this Agreement, each Grantor shall execute and deliver to Laurus (a) in the form of Exhibit A hereto, ten (10) originals of a Power of Attorney for the implementation of the assignment, sale or other disposal of the Trademarks (the "Trademark Powers of Attorney") and (b) in the form of Exhibit B hereto, ten (10) originals of a Power of Attorney for the implementation of the assignment, sale or other disposal of the Patents (the "Patent Powers of Attorney"), and collectively with the Trademark Powers of Attorney, the "IP Powers of Attorney"). The IP Powers of Attorney shall be utilized by Laurus only upon the occurrence and continuance of an Event of Default (as defined in the Note or the Security Agreement, as applicable).

Section 6 SECURITY AGREEMENTS. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Laurus by each Grantor pursuant to (a) the Security Agreement and (b) the Master Security Agreement, dated as

of the date hereof, among the Grantors and Laurus (as amended, restated or otherwise modified from time to time, the "Master Security Agreement"). Each Grantor and Laurus hereby acknowledges and affirms that the rights and remedies of Laurus with respect to the security interest in the Collateral made and granted hereby are more fully set forth in each of the Security Agreement and the Master Security Agreement and the terms, conditions and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 7 REINSTATEMENT. This Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against any Grantor for liquidation or reorganization, should any Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of any Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

Section 8 INDEMNIFICATION. (A) Each Grantor assumes all responsibility and liability arising from the use of the Patents, Trademarks and/or Copyrights and each Grantor hereby indemnifies and holds Laurus harmless from and against any claim, suit, loss, damage or expense (including reasonable attorneys' fees) arising out of such Grantor's operations of its business from the use of the Patents, Trademarks and/or Copyrights. (B) Other than as a result of the gross negligence or willful misconduct of Laurus as determined by a non-appealable order of a court of competent jurisdiction, in any suit, proceeding or action brought by Laurus under any Patent License, Trademark License or Copyright License for any sum owing thereunder, or to enforce any provisions of such license, Grantors will indemnify and keep Laurus harmless from and against all expense, loss or damage suffered by reason of any defense, set off, counterclaim, recoupment or reduction or liability whatsoever of the obligee thereunder, arising out of a breach of the applicable Grantor of any obligation thereunder or arising out of any other agreement, indebtedness or liability at any time owing to or in favor of such obligee or its successors from such Grantor, and all such obligations of such Grantor shall be and remain enforceable against and only against such Grantor and shall not be enforceable against Laurus.

Section 9 NOTICES. Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give and serve upon any other party any communication with respect to this Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be given in the manner, and deemed received, as provided for in the Purchase Agreement with respect to Sentinel Technologies and the Guaranty with respect to the Guarantors.

Section 10 TERMINATION OF THIS AGREEMENT. Subject to Section 7 hereof, this Agreement shall terminate upon indefeasible payment in full of all Obligations and

irrevocable termination of the Purchase Agreement, the Security Agreement and the Guaranty and, upon such termination, Laurus, at the sole cost and expense of Grantors, shall promptly take all actions and deliver any documents and certificates which are reasonably requested in writing by any Grantor to reflect the termination of the Obligations of any Grantor under this Agreement, including without limitation the delivery of any Form UCC-3 termination statements and filings with the United States Patent and Trademark Office, the Copyright Office or similar agencies in foreign jurisdictions and return the originally executed IP Powers of Attorney.

[Signature Page to Follow]



IN WITNESS WHEREOF, each Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

SENTINEL TECHNOLOGIES, INC.

By: Raymond P. Landry  
Name: RAYMOND P. LANDRY  
Title: CEO

LLG, LLC

By: Jeffrey R. Gallano  
Name: JEFFREY R. GALLANO  
Title: MEMBER

SENTINEL CASH SYSTEMS, L.L.C.

By: Raymond P. Landry  
Name: RAYMOND P. LANDRY  
Title: PRESIDENT

SENTINEL MANAGEMENT, L.L.C.

By: Raymond P. Landry  
Name: RAYMOND P. LANDRY  
Title: PRESIDENT

SENTINEL OPERATING, L.P.,  
a Texas limited partnership

By: SENTINEL CASH SYSTEMS, L.L.C.,  
a Delaware limited liability company  
its general partner

By: Raymond P. Landry  
Name: RAYMOND P. LANDRY  
Title: PRESIDENT

NY454234

INTELLECTUAL PROPERTY SECURITY  
AGREEMENT

ACCEPTED AND ACKNOWLEDGED BY:

LAURUS MASTER FUND, LTD.

By: \_\_\_\_\_

Name:

Title:

**Eugene Grin**  
**Director**

NY454234

INTELLECTUAL PROPERTY SECURITY  
AGREEMENT

**TRADEMARK**  
**REEL: 003404 FRAME: 0377**

SCHEDULE I  
TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. PATENT REGISTRATIONS

Grantor – Sentinel Operating, L.P.

<u>Patent</u>	<u>Patent No.</u>	<u>Date</u>
Currency Sorter and Storage Device	4877235	October 31, 1989
Scrip Controlled Cash Dispensing System	5220157	June 15, 1993
Method for Storing and Dispensing Cash	5340976	August 23, 1994
Method for Storing and Dispensing Cash	5508500	April 16, 1996

II. PATENT APPLICATIONS

Grantor – Sentinel Operating, L.P.

<u>Patent</u>	<u>Application No.</u>	<u>Date</u>
Computerized Drop Safe and Control Software	10/896,414	July 22, 2004
POS Communication Interface Protocol	11/177,845	July 8, 2005

III. PATENT LICENSES

<u>Patent</u>	<u>Reg. No.</u>	<u>Date</u>
None.		

SCHEDULE II  
TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. TRADEMARK REGISTRATIONS

Grantor – Sentinel Operating, L.P.

<u>REG. NO.</u>	<u>MARK</u>	<u>COUNTRY</u>	<u>REG. DATE</u>
2420562	Tidel	United States	January 16, 2001
1135046	TACC	United States	May 13, 1980

II. TRADEMARK APPLICATIONS

<u>REG. NO.</u>	<u>MARK</u>	<u>COUNTRY</u>	<u>REG. DATE</u>
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None.

III. TRADEMARK LICENSES

<u>REG. NO.</u>	<u>MARK</u>	<u>COUNTRY</u>	<u>REG. DATE</u>
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None.

SCHEDULE III  
TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. COPYRIGHT REGISTRATIONS

<u>Copyright</u>	<u>Reg. No.</u>	<u>Date</u>
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None.

II. COPYRIGHT APPLICATIONS

<u>Copyright</u>	<u>Reg. No.</u>	<u>Date</u>
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None.

III. COPYRIGHT LICENSES

<u>Copyright</u>	<u>Reg. No.</u>	<u>Date</u>
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None.

EXHIBIT A  
TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

SPECIAL POWER OF ATTORNEY

STATE OF \_\_\_\_\_ )  
  ) ss:  
COUNTY OF \_\_\_\_\_ )

KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_, a  
\_\_\_\_\_ formed under the laws of \_\_\_\_\_, with its principal office at  
\_\_\_\_\_ (“Company”), pursuant to an Intellectual Property Security  
Agreement (as amended, modified, restated or supplemented from time to time, the  
“Agreement”) and subject to Section 5 thereof, hereby appoints and constitutes Laurus Master  
Fund, Ltd., c/o M&C Corporate Services Limited, P.O. Box 309 GT, Ugland House, George  
Town, South Church Street, Grand Cayman, Cayman Islands (the “Lender”), its true and lawful  
attorney, with full power of substitution, and with full power and authority to perform the  
following acts on behalf of Company:

- I. Assigning, selling or otherwise disposing of all right, title and interest of Company in and to the Trademarks (as defined in the Agreement) listed on Schedule II to the Agreement, the Trademarks which are added to the same subsequent hereto, and all registrations and recordings thereof, and all pending applications therefor, recording, registering and filing of, or accomplishing any other formality with respect to the foregoing, and executing and delivering any and all agreements, documents, instruments of assignment or other papers necessary or advisable to effect such purpose; and
- II. Executing any and all documents, statements, certificates or other papers necessary or advisable in order to carry out the purposes described above as Lender may in its sole discretion determine.

This power of attorney is made pursuant to the Agreement and may not be revoked until the payment in full of all Obligations (as defined in the Agreement) and the irrevocable termination of the Agreement.

Dated as of: \_\_\_\_\_, 2006

[ \_\_\_\_\_ ]

By: \_\_\_\_\_  
Name:  
Title:

STATE OF \_\_\_\_\_ )  
 )  
COUNTY OF \_\_\_\_\_ )

ss:

On the \_\_\_\_ day of \_\_\_\_\_, 2006, before me personally came \_\_\_\_\_ to me known, who being by me duly sworn, did depose and say s/he is the \_\_\_\_\_ of \_\_\_\_\_, the \_\_\_\_\_ described in and which executed the foregoing instrument; and that s/he signed her/his name thereto by order of the \_\_\_\_\_ of said \_\_\_\_\_.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

EXHIBIT B  
TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

SPECIAL POWER OF ATTORNEY

STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_, a \_\_\_\_\_ formed under the laws of \_\_\_\_\_, with its principal office at \_\_\_\_\_ ("Company"), pursuant to an Intellectual Property Security Agreement (as amended, modified, restated or supplemented from time to time, the "Agreement") and subject to Section 5 thereof, hereby appoints and constitutes Laurus Master Fund, Ltd., c/o M&C Corporate Services Limited, P.O. Box 309 GT, Ugland House, George Town, South Church Street, Grand Cayman, Cayman Islands (the "Lender"), its true and lawful attorney, with full power of substitution, and with full power and authority to perform the following acts on behalf of Company:

- I. Assigning, selling or otherwise disposing of all right, title and interest of Company in and to the Patents (as defined in the Agreement) listed on Schedule I to the Agreement, the Patents which are added to the same subsequent hereto, and all registrations and recordings thereof, and all pending applications therefor, recording, registering and filing of, or accomplishing any other formality with respect to the foregoing, and executing and delivering any and all agreements, documents, instruments of assignment or other papers necessary or advisable to effect such purpose; and
- II. Executing any and all documents, statements, certificates or other papers necessary or advisable in order to carry out the purposes described above as Lender may in its sole discretion determine.

This power of attorney is made pursuant to the Agreement and may not be revoked until the payment in full of all Obligations (as defined in the Agreement) and the irrevocable termination of the Agreement.

Dated as of: \_\_\_\_\_, 2006

[ \_\_\_\_\_ ]

By: \_\_\_\_\_  
Name:  
Title:



STATE OF \_\_\_\_\_ )  
 )  
COUNTY OF \_\_\_\_\_ )

ss:

On the \_\_\_\_ day of \_\_\_\_\_, 2006, before me personally came \_\_\_\_\_ to me known, who being by me duly sworn, did depose and say s/he is the \_\_\_\_\_ of \_\_\_\_\_, the \_\_\_\_\_ described in and which executed the foregoing instrument; and that s/he signed her/his name thereto by order of the \_\_\_\_\_ of said \_\_\_\_\_.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

NY454234.8  
203891-10077

RECORDED: 10/06/2006

TRADEMARK  
REEL: 003404 FRAME: 0384