

05-26-1998

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

100719537

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

1. Name of conveying party(ies):

OSS Inc.

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

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

2. Name and address of receiving party(ies)

Name: Heller Financial, Inc.

Internal Address:

Street Address: 500 W Monroe Street

City: Chicago State: IL ZIP: 60661

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

3. Nature of conveyance:

- Assignment Merger
 Security Agreement Change of Name
 Other

Execution Date: May 12, 1998

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1331217

Additional numbers attached? Yes No

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

Name: Federal Reserve Corp

Internal Address:

Street Address: 400 Seventh St NW

Suite 101

City: Washington State: DC ZIP: 20001

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)

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.

Kristin Borzovic
Name of Person Signing

Kristin Borzovic
Signature

5/18/98
Date

Total number of pages including cover sheet, attachments, and documents: 9

**ASSIGNMENT FOR SECURITY OF PATENTS,
TRADEMARKS AND COPYRIGHTS**

THIS ASSIGNMENT FOR SECURITY OF PATENTS, TRADEMARKS AND COPYRIGHTS (this "Assignment") is made as of the 12 day of May, 1998 by and between OSS Inc., an Illinois corporation (the "Assignor"), and Heller Financial, Inc., a Delaware corporation, as agent (the "Agent") for the benefit of itself and the "Lenders" (as defined herewith).

W I T N E S S E T H

WHEREAS, pursuant to a certain Credit Agreement of even date herewith among the Assignor, such other companies that are from time to time party thereto as borrowers (collectively, the "Borrowers"), the Agent and certain other financial institutions (the "Lenders") (as the same may hereafter be amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), the Agent and the Lenders have agreed to make certain loans and extend certain other financial accommodations to the Borrowers; and

WHEREAS, a certain Security Agreement of even date herewith among the Agent and the Borrowers (the "Security Agreement") grants to the Agent, for its benefit and the benefit of the Lenders, a continuing security interest in certain of the Assignor's assets, including, without limitation, its patents, patent rights and applications therefor, trademarks and applications therefor, copyrights and all applications and registrations therefor, license rights and goodwill;

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

1. Incorporation of Security Agreement; Credit Agreement Definitions. The Security Agreement and the provisions thereof are hereby incorporated herein in their entirety by this reference thereto. Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Credit Agreement.

2. Assignment for Security. To secure the complete and timely payment and satisfaction of the Obligations, the Assignor hereby grants to the Agent, for its benefit and the benefit of the Lenders, a continuing security interest in the Assignor's entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising:

(a) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, all patentable inventions and those patents and patent applications listed on Schedule A attached hereto and made a part hereof and all Patents (as such term is defined in the Security Agreement), and the reissues, divisions, continuations, renewals, extensions and continuations-in-part of any of the foregoing, and all income,

royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Patents");

(b) copyrights, rights and interests in copyrights, works protectable by copyrights, copyright registrations and copyright applications, including, without limitation, the copyright registrations and applications listed on Schedule B attached hereto and made a part hereof and the Copyrights (as defined in the Security Agreement), and all renewals of any of the foregoing, all income, royalties, damages and payments now and hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Copyrights");

(c) trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications in connection therewith (other than "intent to use" applications until a verified statement of use is filed with respect to such applications), including, without limitation, the trademarks and applications listed on Schedule C attached hereto and made a part hereof and the Trademarks (as such term is defined in the Security Agreement), and renewals thereof, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Trademarks");

(d) all rights corresponding to any of the foregoing throughout the world and the goodwill of the Assignor's business connected with the use of and symbolized by the Trademarks.

In addition to, and not by way of limitation of, all other rights granted to the Agent, for its benefit and the benefit of the Lenders, under this Assignment, the Assignor hereby assigns, transfers and conveys to the Agent, for its benefit and the benefit of the Lenders, all of the Patents, Copyrights and Trademarks, together with the rights and goodwill described in clause (d) above to the extent

necessary to enable the Agent, effective upon the occurrence of any Event of Default, to realize on such property and any successor or assign to enjoy the benefits thereof. This right and assignment shall inure to the benefit of the Agent, the Lenders and their respective successors, assigns and transferees, whether by voluntary conveyance, operation of law, assignment, transfer, foreclosure, deed in lieu of foreclosure or otherwise. Such right and assignment is granted free of charge, without requirement that any monetary payment whatsoever (including, without limitation, any royalty or license fee) be made to the Assignor or any other Person by the Agent (except that if the Agent shall receive proceeds from the disposition of any such property, such proceeds shall be applied to the Obligations).

3. Reports of Applications. The Patents, Copyrights and Trademarks constitute all of the federally registered patents, copyrights and trademarks, and applications therefor now owned by the Assignor. The Assignor shall provide the Agent on a quarterly basis with a list of all new federally registered patents, copyrights and trademarks and federal applications for letters patent, copyright registrations and trademark registrations, if any, which new patents, copyrights trademarks and applications shall be subject to the terms and conditions of the Security Agreement and this Assignment.

4. Effect on Credit Agreement; Cumulative Remedies. The Assignor acknowledges and agrees that this Assignment is not intended to limit or restrict in any way the rights and remedies of the Agent or any Lender under the Credit Agreement or the Security Agreement but rather is intended to supplement and facilitate the exercise of such rights and remedies. All of the rights and remedies of the Agent or any Lender with respect to the Patents, Copyrights and Trademarks, whether established hereby, by the Credit Agreement or the Security Agreement, by any other agreements, or by law, shall be cumulative and may be exercised singularly or concurrently. NOTWITHSTANDING ANY PROVISION HEREBIN CONTAINED TO THE CONTRARY, THE AGENT SHALL NOT HAVE THE RIGHT TO USE AND ENFORCE THE PATENTS, COPYRIGHTS AND TRADEMARKS UNLESS AND UNTIL THE OCCURRENCE OF AN EVENT OF DEFAULT, AND UNTIL THE OCCURRENCE OF AN EVENT OF DEFAULT ASSIGNOR SHALL HAVE ALL OF SUCH RIGHTS.

5. Binding Effect; Benefits. This Assignment shall be binding upon the Assignor and its respective successors and assigns, and shall inure to the benefit of the Agent, the Lenders and their respective successors and assigns.

6. APPLICABLE LAW; SEVERABILITY. THIS ASSIGNMENT SHALL BE CONSTRUED IN ALL RESPECTS IN ACCORDANCE WITH, AND GOVERNED BY, ALL OF THE PROVISIONS OF THE ILLINOIS UNIFORM COMMERCIAL CODE AND BY THE OTHER INTERNAL LAWS (AS OPPOSED TO CONFLICT OF LAWS PROVISIONS) OF THE STATE OF ILLINOIS, EXCEPT FOR THE PERFECTION AND ENDORSEMENT OF SECURITY INTERESTS AND LIENS IN OTHER JURISDICTIONS, WHICH SHALL BE GOVERNED BY THE LAWS OF THOSE JURISDICTIONS OR, AS APPLICABLE, BY THE LAWS OF THE UNITED

TRADEMARK

STATES OF AMERICA. WHENEVER POSSIBLE, EACH PROVISION OF THIS ASSIGNMENT SHALL BE INTERPRETED IN SUCH A MANNER AS TO BE EFFECTIVE AND VALID UNDER APPLICABLE LAW, BUT IF ANY PROVISION OF THIS ASSIGNMENT SHALL BE PROHIBITED BY OR INVALID UNDER APPLICABLE LAW, SUCH PROVISION SHALL BE INEFFECTIVE ONLY TO THE EXTENT OF SUCH PROHIBITION OR INVALIDITY, WITHOUT INVALIDATING THE REMAINDER OF SUCH PROVISIONS OR THE REMAINING PROVISIONS OF THIS ASSIGNMENT.

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment as of the date first above written.

OSS INC.

By *Seth Browne*
Title PRES + CEO

Address: 2105 West Belmont
Chicago, Illinois 60618-6413

Accepted and Agreed to:

HELLER FINANCIAL, INC., as Agent

Ruth E. Sprowal
RUTH E. SPROWAL
Notary Public, State of New York
No. 30-4785035
Qualified in Nassau County
Commission Expires April 30, 19 22

By *Robert A. Pucci*
Title Vice President

Address: 500 West Monroe Street
Chicago, Illinois 60661

STATE OF New York)
) SS
COUNTY OF New York)

The foregoing Assignment for Security of Patents, Trademarks and Copyrights was executed and acknowledged before me this 11th day of May, 1998 by Bethina Browne, personally known to me to be the Pres. + CEO of OSS Inc., an Illinois corporation, on behalf of such corporation.



Notary Public

My commission expires:

RUTH E. SPROWAL
Notary Public State of New York
No. 30-4785035
Qualified in Nassau County
Commission Expires April 30, 19 99

SCHEDULE A

PATENTS

U.S. Patent No.

Date Issued

Related Foreign Patents

None

PATENT APPLICATIONS

U.S. Patent Application No.

Date Applied

None

**TRADEMARK
REEL: 1729 FRAME: 0776**

SCHEDULE B

COPYRIGHT REGISTRATIONS

Registration No.

Date

None

COPYRIGHT APPLICATIONS

Copyright Description

Copyright Application No.

Date Applied

None

**TRADEMARK
REEL: 1729 FRAME: 0777**

SCHEDULE C

TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Registration No.</u>	<u>Date</u>
OSS	1331217	04/16/85

TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Trademark Application No.</u>	<u>Date Applied</u>
	None	

RECORDED: 05/22/1998

TRADEMARK
REEL: 1729 FRAME: 0778