

03-03-1999

FORM PTO-1794 *RF 3-3-99*
(Rev. 6-93)
OMB No. 0651-0011 (exp. 4/94)

RECORDATION
TRADEMARK



DEPARTMENT OF COMMERCE
Patent and Trademark Office

Tab settings ▼

100978589

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

1. Name of conveying party(ies): 10-14-98
Data Systems Network Corporation

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

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

3. Nature of conveyance: Financing Statement

- Assignment
- Security Agreement
- Other UCC-1 Financing Statement
- Merger
- Change of Name

Execution Date: 9/30/98

2. Name and address of receiving party(ies):
Name: Foothill Capital Corporation
Internal Address: Suite 1500
Street Address: 11111 Santa Monica Blvd.
City: Los Angeles State: CA ZIP: 90025

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

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

A. Trademark Application No.(s)

75/457935

B. Trademark Registration No.(s)

None

Additional numbers attached? Yes No

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

Name: Joyce Francis
Internal Address: Schulte Roth & Zabel, LLP

Street Address: 900 Third Avenue

City: New York State: NY ZIP: 10022

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 40⁰⁰

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

20-0052

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

10/23/1998 BNGUYEN 00000189 200052 75457935

FC:481 40.00 CH

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.

Luisa Vizcarrondo

Name of Person Signing

Christine F. Wilson

[Signature]
Signature

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

Date

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

TRADEMARK
REEL: 1862 FRAME: 0926

UNIFORM COMMERCIAL CODE FILING STATEMENT - FORM UCC-1

REORDER FROM
Registré, Inc.
 514 PIERCE ST.
 ANOKA, MN 55303
 (612) 421-1713

N

INSTRUCTIONS:

1. PLEASE TYPE this form. Fold only along perforation for mailing.
2. Remove Secured Party and Debtor copies and send other 3 copies with interleaved carbon paper to the filing officer. Enclose filing fee.
3. If the space provided for any item(s) on the form is inadequate, the item(s) should be continued on additional sheets, preferably 5" x 8" or 8" x 10". Only one copy of such additional sheets need be presented to the filing officer with a set of three copies of the financing statement. Long schedules of collateral, indentures, etc., may be on any size paper that is convenient for the secured party. Indicate the number of additional sheets attached.
4. If collateral is crops or goods which are or are to become fixtures, describe generally the real estate and give name of record owner.
5. When a copy of the security agreement is used as a financing statement, it is requested that it be accompanied by a completed but unsigned set of these forms, without extra fee.
6. At the time of original filing, filing officer should return third copy as an acknowledgement. At a later time, secured party may date and sign Termination Legend and use third copy as a Termination Statement.

101664

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es) Data Systems Network Corporation 34705 West Twelve Mile Road Suite 300 Farmington Hills, MI 48331 Tax ID/Social Security No. 38-2649874	2. Secured Party(ies) and address(es) Foothill Capital Corporation 11111 Santa Monica Boulevard Suite 1500 Los Angeles, California 90025 Tax ID/Social Security No.	For Filing Officer (Date, Time, Number, and Filing Office)
4. This financing statement covers the following types (or items) of property: This Financing Statement covers, without limitation, all of the Debtor's right, title and interest in and to all trademarks, servicemarks, trade names, tradesytyles and all other source or business identifiers and designs, all general intangibles arising therefrom or related thereto and all registrations thereof and applications therefor and all goodwill of the business associated with the foregoing, as more fully described on Exhibit A attached hereto.		5. Assignee(s) of Secured Party and Address(es)

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)

- already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected:

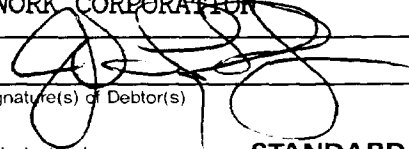
Filed with:


Patent and Trademark Office

Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:

DATA SYSTEMS NETWORK CORPORATION

FOOTHILL CAPITAL CORPORATION

By: 
 Signature(s) of Debtor(s)

By: 
 Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

EXHIBIT A
to UCC-1 Financing Statement Naming:

DATA SYSTEMS NETWORK CORPORATION,
as debtor ("Debtor")

and

FOOTHILL CAPITAL CORPORATION,
as secured party ("Secured Party")

All of Debtor's right, title and interest in and to the following (the "Collateral"):

(a) all state (including common law), federal and foreign trademarks, service marks and trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, together with and including all licenses therefor held by the Debtor, and all registrations and recordings thereof, and all applications filed or to be filed in connection therewith, including registrations and applications in the United States Patent and Trademark Office, any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including any of the foregoing identified on Schedule A hereto (as the same may be amended, modified or supplemented from time to time), and the right (but not the obligation) to register claims under any state or federal trademark law or regulation or any trademark law or regulation of any foreign country and to apply for, renew and extend any of the same, to sue in the name of the Debtor or in the name of the Secured Party for past, present or future infringement or unconsented use thereof, to bring opposition or cancellation proceedings in the name of the Debtor or in the name of the Secured Party, and all rights arising therefrom throughout the world (collectively, the "Trademarks");

(b) all claims, causes of action and rights to sue for past, present or future infringement or unconsented use of any Trademarks and all rights arising therefrom and pertaining thereto;

(c) all general intangibles related to or arising out of any of the Trademarks and all the goodwill of the Debtor's business symbolized by the Trademarks or associated therewith; and

(d) (i) any and all accounts, chattel paper, instruments, general intangibles, cash and other proceeds, payable to or for the account of the Debtor, from time to

time in respect of any of the Collateral, (ii) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to or for the account of the Debtor from time to time with respect to any of the Collateral, (iii) any and all claims and payments (in any form whatsoever) made or due and payable to any Debtor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Collateral by any person acting under color of governmental authority, and (iv) any and all other amounts from time to time paid or payable under or in connection with any of the Collateral or for or on account of any damage or injury to or conversion of any Collateral by any person.

SCHEDULE A

Part 1:

TRADEMARK REGISTRATIONS

Country of Registration	Trademark	Registration Date	Registration Number

SCHEDULE A

Part 2:

TRADEMARK APPLICATIONS

Country of Application	Trademark	Application Date	Application Number
U.S.	ENCOR	March 27, 1998	75/457935