

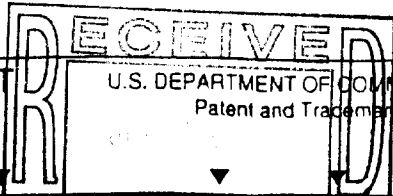
07-28-1999



101101636

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

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY



1. Name of conveying party(ies):

XP Systems Corporation

MN
7-26-99

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

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

2. Name and address of receiving party(ies):

Name: Antares Leveraged Capital Corp.

Internal Address: Suite 272

Street Address: 311 S. Wacker Drive

City: Chicago State: Ill ZIP: 60606

- 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
- Security Agreement
- Other Re-record to correct nature of conveyance on a document previously
- Merger
- Change of Name

Execution Date: recorded at Reel 1650 Frame 1
10/10/97 0041

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

A. Trademark Application No.(s)

75-138,728

B. Trademark registration No.(s)

1,581,202 1,736,981
1,172,993
1,091,114

Additional numbers attached? Yes No

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

Name: Barbara A. Leininger

Internal Address: Leininger & Associates

Street Address: 1710 E. Old Shakopee Rd

City: Bloomington State: MN ZIP: 55425

6. Total number of applications and registrations involved:

5

7. Total fee (37 CFR 3.41):..... \$ 140.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

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

07/27/1999 DNGUYEN 00000296 75138728

DO NOT USE THIS SPACE

01 FC:481
02 FC:482

40.00 DP
100.00 DP

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.

Barbara A. Leininger

Name of Person Signing

Barbara A. Leininger

Signature

7/28/99

Date

MKJ 10-27-97

10-31-1997

FORM PTO-1594
(Rev. 6-93)

RECORD



U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

OMB No. 0651-0011 (exp. 6/94)

TR.

100562660

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):

XP Systems Corporation

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

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

2. Name and address of receiving party(ies)

Name: Antares Leveraged Capital Corp.

Internal Address: _____

Street Address: 311 S. Wacker Drive, Suite 702

City: Chicago State: IL ZIP: 60606

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

Execution Date: 10/10/97

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

A. Trademark Application No.(s)

75-138,728

B. Trademark Registration No.(s)

1,581,202 1,736,981
1,172,993
1,091,114

Additional numbers attached? Yes No

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

Name: XP Systems Corp

Internal Address: _____

Street Address: 400 Seventh Street NW
Suite 121

City: Washington State: DC ZIP: 20007

6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 3.41).....\$ 140⁰⁰ ⁰⁰ ⁰⁰ E

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

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

07/31/1997 VBRDUM 00000069 75138728
01 FC:481 40.00 OP
02 FC:482 100.00 OP

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 Brozovic
Name of Person Signing

Kristin Brozovic
Signature

10/22/97
Date

Total number of pages including cover sheet, attachments, and document: 14

TRADEMARK

ASSIGNMENT FOR SECURITY OF PATENTS,
TRADEMARKS AND COPYRIGHTS

THIS ASSIGNMENT FOR SECURITY OF PATENTS, TRADEMARKS AND COPYRIGHTS (this "Assignment") is made as of the 10 day of October, 1997 by and between XP SYSTEMS CORPORATION, a Minnesota corporation (the "Assignor"), and Antares Leveraged Capital Corp., a Delaware corporation, as agent ("Agent") for its own benefit and the benefit of the Lenders.

WITNESSETH

WHEREAS, pursuant to a certain Amended and Restated Credit Agreement of even date herewith among the Assignor, USERS of Delaware Incorporated, a Delaware corporation, Agent and the Lenders (as the same may hereafter be amended, supplemented or otherwise modified from time to time, the "Amended and Restated Credit Agreement"), the Lenders have agreed to make certain loans and extend certain other financial accommodations to the Assignor; and

WHEREAS, a certain Security Agreement of even date herewith between Agent and the Assignor (the "Security Agreement") grants to Agent, for its own benefit and on behalf 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; Amended and Restated 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 Amended and Restated Credit Agreement.

2. Assignment for Security. To secure the complete and timely payment and satisfaction of the Obligations, the Assignor hereby grants to Agent, for its own benefit and on behalf 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, 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 Agent under this Assignment, the Assignor hereby assigns, transfers and conveys to Agent, for its own benefit

and on behalf 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 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 Agent and its 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 Agent (except that if 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 listed on Schedules A, B and C, respectively, constitute all of the federally registered patents, copyrights and trademarks, and all of the federal applications therefor now owned by the Assignor. The Assignor shall provide Agent on an annual basis with a list of all patents, copyrights and trademarks issued or applied for by the Assignor subsequent to the issuance of the previous list, which patents, copyrights and trademarks, if any, shall be subject to the terms and conditions of the Security Agreement and this Assignment.

4. Effect of Amended and Restated 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 Agent or the Lenders under the Amended and Restated 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 Agent and the Lenders with respect to the Patents, Copyrights and Trademarks, whether established hereby, by the Amended and Restated 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 HEREIN CONTAINED TO THE CONTRARY, NEITHER AGENT NOR ANY LENDER SHALL 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 Agent and its 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 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.

XP SYSTEMS CORPORATION

Address: 405 Science Drive
Moorpark, California 93021

By: *Gregory P. DeKorbo*
Title: President

Accepted and Agreed to:

ANTARES LEVERAGED CAPITAL CORP., as Agent
311 South Wacker Drive, Suite 2725
Chicago, Illinois 60606

By *David K. Swanson*
Its Director

RECORDED: 10/27/1997

-4-

TRADEMARK
REEL: 1650 FRAME: 0045

TRADEMARK
REEL: 001935 FRAME: 0349



LEININGER
& ASSOCIATES LTD.

Barbara A. Leininger
ATTORNEY AT LAW

July 22, 1999

U.S. Patent and Trademark Office
Box Assignment
Washington D.C. 20231

Re: Corrective Recordings

Dear Sir or Madam:

Enclosed for filing please find corrective recordings for the previously recorded assignments noted therein. Also enclosed are the required filing fees. If you have any questions, please call.

Sincerely,

Barbara A. Leininger

1710 EAST OLD SHAKOPEE ROAD
BLOOMINGTON, MN 55425
PHONE: 612-881-0888
FAX: 612-881-0055