

11-08-2000



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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID # _____
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
Reel # _____ Frame # _____

Conveyance Type

- Assignment License
 - Security Agreement Nunc Pro Tunc Assignment
 - Merger Change of Name
 - Other _____
- Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached
Execution Date
Month Day Year

Name Pixelvision, Inc. 10/18/00

Formerly _____ 75435381

- Individual General Partnership Limited Partnership Corporation Association
- Other _____
- Citizenship/State of Incorporation/Organization Delaware corporation

Receiving Party

Mark if additional names of receiving parties attached

Name Bank One, Kentucky, NA

DBA/AKA/TA _____

Composed of _____

Address (line 1) Lexington - Main Office

Address (line 2) P.O. Box 32500

Address (line 3) Louisville City Kentucky State/Country 40232-2500 Zip Code

- Individual General Partnership Limited Partnership Corporation Association
- Other National Banking Association
- Citizenship/State of Incorporation/Organization United States

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

FOR OFFICE USE ONLY

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231
TRADEMARK

REEL: 002169 FRAME: 0912

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Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text" value="75435381"/>	<input type="text" value="75886178"/>	<input type="text" value="75877420"/>
<input type="text" value="75877384"/>	<input type="text" value="75877487"/>	<input type="text" value="75877020"/>
<input type="text" value="75435380"/>	<input type="text" value="75435379"/>	<input type="text" value="75435382"/>

<input type="text" value="2289252"/>	<input type="text" value="2213183"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved. #

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment:

Enclosed Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

David E. Fleenor
Name of Person Signing



Signature

10/20/00
Date Signed

Additional Trademark Application Numbers - page 2

75,877,387
75,877,022
75,877,021
75,877,421
75,877,419
75,248,726
75,248,727
74,704,957
75,302,560

**CONDITIONAL ASSIGNMENT OF AND
SECURITY INTEREST IN INTELLECTUAL PROPERTY RIGHTS**

THIS CONDITIONAL ASSIGNMENT OF AND SECURITY INTEREST IN INTELLECTUAL PROPERTY RIGHTS ("Conditional Assignment"), dated as of October 18th, 2000, is made by Pixelvision, Inc., a Delaware corporation (the "Company"), in favor of Bank One, Kentucky, NA, (the "Bank"), under the Loan Agreement dated as of April 21, 2000 as amended on October 18th, 2000 (together with all amendments and other modifications, if any, from time to time thereafter made thereto, the "Loan Agreement") between the Company et al and the Bank.

WITNESSETH:

WHEREAS, pursuant to the Loan Agreement, the Bank has made certain loans and other financial accommodations to the Company; and

WHEREAS, in connection with the Loan Agreement, the Company has executed and delivered two (2) Security Agreements, dated as of April 21, 2000, as amended on the date hereof (together with all amendments and other modifications, if any, from time to time thereafter made thereto, the "Security Agreements"); and

WHEREAS, as a condition precedent to the making of the loans under the Loan Agreement, the Company is required to execute and deliver this Conditional Assignment; and

WHEREAS, the Company has duly authorized the execution, delivery and performance of this Conditional Assignment:

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Bank to make loans and other financial

accommodations pursuant to the Loan Agreement, the Company agrees, for the benefit of the Bank, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Conditional Assignment, including its preamble and recitals, have the meanings provided by reference in the Security Agreements.

SECTION 2. Conditional Assignment and Grant of Security Interest. The Company hereby pledges, and grants a continuing interest in, and a right of setoff against, and effective upon demand made upon the occurrence and during the continuance of an Event of Default under the Loan Agreement or Security Agreements assigns, transfers and conveys, the Collateral described in the Security Agreements (including, without limitation, those items listed on Schedule A hereto), to the Bank to secure payment, performance and observance of the obligations secured by the Security Agreements.

SECTION 3. Purpose. This Conditional Assignment has been executed and delivered by the Company for the purpose of registering the conditional assignment and grant of security interest herein with the United States Patent and Trademark Office. The conditional assignment and security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Bank under the Security Agreements. The Security Agreements (and all rights and remedies of the Banks thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Company does hereby further acknowledge and affirm that the rights and remedies of the Bank with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreements, the terms

and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Conditional Assignment may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the undersigned has caused this Conditional Assignment to be duly executed and delivered by its officer hereunto duly authorized as of the day and year first above written.

Pixelvision, Inc.

By: W. Michael Putnam

Name: W. Michael Putnam

Title: PRESIDENT

STATE OF KENTUCKY

COUNTY OF FAYETTE

On this the 18th day of OCTOBER, 2000, before me personally came W. MICHAEL PUTNAM who is personally known to me to be the PRESIDENT of Pixelvision, Inc., a Delaware corporation; who, being duly sworn, did depose and say that he is the PRESIDENT of such corporation, the corporation described in and which executed the foregoing instrument; that he executed and delivered said instrument pursuant to authority give by the Board of Directors of such corporation; and that he acknowledged said instrument to be the free act and deed of said corporation.

[Signature]
NOTARY PUBLIC

My commission expires: JULY 29, 2003

AFFIXED SEAL:

Schedule A

Trademark Registration Numbers

2,289,252

2,213,183

Trademark Application Numbers

75,435,381

75,886,178

75,877,420

75,877,384

75,877,487

75,877,020

75,435,380

75,435,379

75,435,382

75,877,387

75,877,022

75,877,021

75,877,421

75,877,419

75,248,726

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