

10-18-2002



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Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
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): Bank of America, N.A., successor in interest to Banc of America Commercial Finance Corporation, successor in interest to Greyrock Capital
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other banking/financial institution
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Jesta Capital Corp.
Internal Address: 10150
Address:
Street Address: 500 chemin du Golf, Ile de Soeur
City: Verdun, Quebec State: Zip: H3E 1A8
 Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation-State Quebec, Canada
 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 Assignment of Security Agreement
Execution Date: 08/08/2002

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) 75/208,789;
75/611,050; 75/611,052; 75/611,053;
75/611,054; 75/611,051; 75/610,282;
75/610,281; 75/610,283 Additional number(s) attached Yes No

B. Trademark Registration No.(s) 2,199,302;
2,199,301; 1,649,957; 2,224,972;
2,199,303

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Tammy S. Pagan
Internal Address: Lewis, Rice & Fingersh, L.C.
Suite 2000
Street Address: 500 North Broadway
City: St. Louis State: MO Zip: 63102

6. Total number of applications and registrations involved: 14
7. Total fee (37 CFR 3.41) \$ 365.00
 Enclosed
 Authorized to be charged to deposit account
8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.
Elliott Antebi
Name of Person Signing
Signature
Date: Sep 23 2002
Total number of pages including cover sheet, attachments, and document: 13

10/17/2002 LNUELLER 00000091 75208789

01 FC:8521 40.00 OP
02 FC:8522 325.00 OP

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

TRADEMARK
REEL: 002600 FRAME: 0614


DESIGNATION OF DOMESTIC REPRESENTATIVE

Lewis, Rice & Fingersh, L.C., whose postal address is 500 North Broadway, Suite 2000, St. Louis, Missouri 63102, is hereby designated Jesta Capital Corp.'s representative upon whom notice or process may be served.

Dated: September 23, 2002

75/204 789

JESTA CAPITAL CORP.

By: 
Name: Elliott Aintab
Title: President

ASSIGNMENT AGREEMENT

This Assignment Agreement ("Agreement") is made as of August 8, 2002, by and between Bank of America, N.A. ("Bank of America") and Jesta Capital Corp. ("Assignee") and its successors and assigns.

WHEREAS, Bank of America holds a certain outstanding loan to Essentus International Inc., f/k/a Richter Systems Inc. ("Borrower"), which loan is evidenced by the loan agreement described below and secured by the collateral documents described below.

WHEREAS, Assignee desires to purchase such loan and loan agreement, and to take an assignment of all of Bank of America's rights, title and interest in and to such loan agreement and the collateral documents listed below.

NOW, THEREFORE, for and in consideration of the sum of Seven Hundred Fifty Thousand and 00/100 United States Dollars (US \$750,000.00) paid by Assignee to Bank of America (the "Consideration Price"), receipt of which is hereby acknowledged, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, Bank of America, acting by and through its duly authorized officers and agents, and does hereby SELL, TRANSFER, ASSIGN AND QUIT-CLAIM to Assignee and its successors and assigns, Bank of America's claim for all and any amounts owing and to become owing under and pursuant to that certain Loan and Security Agreement dated May 25, 1999 (including the principal and any interest, penalties or other amounts accruing at the contract rate set forth in the Loan Documents as defined herein, all such amounts being hereinafter referred to collectively as the "Indebtedness") made by Borrower in favor of Bank of America as successor in interest to Greyrock Capital (the said Loan and Security Agreement, and all security securing repayment of the Indebtedness granted by the Borrower and each guarantor of the Indebtedness and presently held by Bank of America, as such Loan and Security Agreement or security may have been amended or supplemented from time to time are referred to herein as the "Loan Documents"), and all of Bank of America's right, title and interest arising from, under or pursuant to the Loan Documents, including but not limited to the following:

1. Loan and Security Agreement dated May 25, 1999 executed by Borrower in favor of Bank of America (the "Loan Agreement").
2. Schedule to Loan Agreement.
3. Security Agreement in Copyrighted Works, dated May 25, 1999, executed by Borrower and Essentus Inc., f/k/a Richter Systems International Inc. ("Essentus") in favor of Bank of America for U.S. Copyrights, recorded with the Copyright Office of the United States on August 6, 1999 at Volume 3440 Page 158.
4. Hypothec on Movable Property dated May 26, 1999, executed by Borrower in favor of Bank of America.

5. Pledge Agreement (Securities) dated May 25, 1999, executed by Borrower in favor of Bank of America.
6. Agreement Re Share Pledge, executed by Borrower and Bank of America.
7. Guarantee executed by Essentus dated May 26, 1999.
8. Hypothec on Movable Property (General) dated May 26, 1999, executed by Essentus in favor of Bank of America.
9. Security Agreement dated May 25, 1999, executed by Essentus in favor of Bank of America.
10. Hypothecation of Securities dated May 26, 1999, executed by Essentus in favor of Bank of America.
11. Trademark Security Agreement and Hypothec dated May 26, 1999, executed by Essentus in favor of Bank of America and recorded with the United States Patent and Trademark Office on June 28, 1999 at Reel 001921, Frame 0133.
12. Letter of Credit Agreement dated November 15, 1999 by and between Greyrock Capital, a division of Bank of America Commercial Finance Corporation and Richter Systems Inc.
13. Filings or registrations against Essentus or Borrower made by Bank of America or its predecessors in title in any jurisdiction (the "Public Filings"), including but not limited to the following UCC-1 Financing Statements:
 - (a) #095640 filed against Borrower on May 13, 1999 with the New York Secretary of State;
 - (b) #99PN26080 filed against Borrower on May 14, 1999 with the New York County, New York recorder's office;
 - (c) #9913460877 filed against Borrower on May 13, 1999 with the California Secretary of State;
 - (d) #990000107994-8 filed against Borrower on May 13, 1999 with the Florida Secretary of State;
 - (e) #060199909503 filed against Borrower on May 13, 1999 with the Fulton County, GA clerk of the Superior Court;
 - (f) #151311A filed against Borrower on May 13, 1999 with the South Carolina Secretary of State;
 - (g) #095654 filed against Essentus on May 13, 1999 with the New York Secretary of State;
 - (h) #99PN26081 filed against Essentus on May 14, 1999 with the New York County, NY recorder;

- (i) #9913460890 filed against Essentus on May 13, 1999 with the California Secretary of State.

Together with all amendments and extensions thereof.

Assignee hereby agrees to assume at Closing (as defined below) all of Bank of America's obligations under the Loan Documents and the Indebtedness. The present assignment includes an assignment and transfer to the Assignee of the Indebtedness and the security securing repayment of the Indebtedness and Bank of America's right to require performance by the Borrower and each guarantor of the Indebtedness of all of their respective obligations under the Loan Documents.

SAID ASSIGNMENT AND TRANSFER IS BEING MADE "AS IS," "WITH ALL FAULTS" AND "WITHOUT RECOURSE." EXCEPT AS EXPRESSLY PROVIDED BELOW, SAID ASSIGNMENT AND TRANSFER IS BEING MADE "WITHOUT REPRESENTATION OR WARRANTY."

The parties agree that the sale, transfer and assignment and quit-claim contemplated by this Agreement shall be evidenced by a Quit-Claim Assignment in substantially the form attached hereto as Exhibit A. Bank of America shall deliver four (4) executed originals of Exhibit A to Assignee by express delivery within two (2) days of Closing. In the event of any inconsistency between the Quit Claim Assignment and this Agreement, this Agreement shall control and govern. For certainty, Assignee acknowledges that the disclaimers of warranty contained in this Agreement shall apply to Exhibit A as if therein recited at length.

Assignee acknowledges that Bank of America has made no representation or warranty with respect to the Loan Documents, except that Bank of America represents and warrants that (i) as of the date hereof the outstanding principal balance due to it under the Loan Documents is US \$6,365,512.30, plus interest accrued to August 2, 2002 in the amount of US \$474,632.90; (ii) immediately prior to the transfer of the Loan Documents to Assignee, Bank of America had good title to, and was the sole owner of, the Loan Documents listed in items 1 through 13 above (as amended or supplemented), and all rights thereunder, and the Indebtedness, and Bank of America has full right, power and authority to sell, transfer and assign the Loan Documents listed in items 1 through 13 above (as amended or supplemented), and all rights thereunder, and the Indebtedness to Assignee; (iii) the Loan Documents listed in items 1 through 12 above have not been amended other than amendments made pursuant to the following documents: Amendment to Loan Documents dated November 19, 1999; Consent dated January 28, 2000; Letter Agreement dated March 9, 2000; Letter Agreement dated April 26, 2000; Termination Letter dated January 4, 2001; and Consent and Amendment to Loan Documents dated March 20, 2001; Supplement One to Security Agreement in Copyrighted Works dated April 4, 2001; Supplement One to Trademark Security Agreement and Hypothec dated April 18, 2001; Consent dated August 17, 2001; (iv) to the best of Bank of America's knowledge, the Borrower has not raised or alleged any defense, cause of action, claim or counter-claim with respect to the amounts due under the Loan Documents; and (v) Bank of America will not assign or otherwise transfer Bank

of America's right, title or interest in the Loan Documents or the Indebtedness to any party other than Assignee after Closing.

Without limiting the generality of the foregoing disclaimers, and notwithstanding anything to the contrary in this Agreement, Assignee acknowledges that Bank of America has made no representation as to: (i) the enforceability or validity of any of the Loan Documents or the Loan Documents as defined in the Quit-Claim Assignment; (ii) the quality or validity of any security interest, lien or encumbrance in connection therewith; (iii) the availability, absence or invalidity of any defenses, claims or counter-claims, disputes or causes of action of any person with respect to the foregoing; (iv) the value of any collateral given with respect to the Loan Documents or the Loan Documents as defined in the Quit-Claim Assignment; or (v) the financial condition of Borrower or Essentus or any other party related thereto.

Assignee further acknowledges that the Borrower and Essentus are in default under the terms of the Loan Documents, including but not limited to the failure to pay principal and interest when due.

The "Closing" will be the date that the Consideration Price is indefeasibly paid in full in cash to Bank of America. Upon Closing, Bank of America will deliver, or cause to be delivered, (i) originals of the Loan Documents listed in items 1 through 12 above (and in the case of Public Filings, true copies thereof) to Assignee, together with the amendments listed above and the following original share certificates pledged as security under the Loan Documents: (a) Certificate No. 1 for 1,000 shares of Richter Systems (UK) Limited; (b) Certificate No. CA-1 for 1,000 shares of Richter Systems Development, Inc.; (c) Certificate No. 2 for 100 shares of Richter Consulting & Development Inc./Services de Consultation et Development Richter Inc., (d) other original share certificates pledged and delivered as security under the Loan Documents which are in the possession of Bank of America or which come into the possession of Bank of America, if any (provided that if Bank of America in fact lost any such certificate, it shall deliver an affidavit or affidavits to Assignee attesting to such loss of such certificate(s)), and (ii) a copy of the demand and acceleration letter to Borrower dated January 17, 2002. Bank of America will endorse the relevant documents "Pay to the order of Jesta Capital Corp., without recourse, pursuant to Assignment Agreement dated as of August 8, 2002". Upon reasonable prior notice, Bank of America shall permit Assignee to examine all or any books, records, correspondence or other documents pertaining to the Borrower and/or Essentus at Bank of America's offices at 100 N. Broadway, St. Louis, Missouri 63102, or such other location as Bank of America may designate, during the forty-five (45) day period commencing on the date of Closing. If Bank of America desires to destroy any such books, records, correspondence or other documents before the expiration of the 45-day period, it shall notify Assignee in writing and provide three-days' notice to Assignee to arrange for delivery to Assignee of the same at Assignee's entire expense. In addition, upon Assignee's reasonable written request from time to time, but no later than one year after the date of this Assignment, Bank of America agrees to cooperate fully and perform all reasonable acts as may be reasonably necessary to effectuate the provisions hereof, including but not limited to the provisions of the preceding sentence, or to perfect the rights of Assignee as granted hereunder, including without limitation, the re-registration of the security included in the Loan Documents listed in items 1 through 13 above in

the name of the Assignee, provided that Assignee pays all reasonable fees and expenses related to such efforts, including but not limited to fees and expenses of Bank of America and its attorneys and a fee for Bank of America's time based on a reasonable hourly rate for Bank of America's employees engaged in such matter. Without limiting the foregoing, and in addition to all other amounts Assignee agrees to pay under the foregoing and under this Agreement, Assignee agrees to pay up to US \$3,000.00 of attorneys' fees incurred by Bank of America in connection with the negotiation and execution of this Agreement and with regard to Canadian counsel only.

By virtue of these presents, Bank of America hereby subrogates and substitutes the Assignee in each and every of its rights, actions, benefits, privileges, hypothecs, benefits of all covenants, terms and obligations and any further rights, present and future, existing in favor of Bank of America under or in virtue of the Loan Documents and all agreements, instruments and other documents related to or accessory thereto and to the Indebtedness, without exception or reserve.

Assignee represents and warrants to Bank of America that Assignee has had adequate opportunity to review the Loan Documents, to conduct an independent investigation with respect to the value, enforceability and validity of the Loan Documents, and to consult with legal counsel and other professionals of its choosing with respect to the Loan Documents. Assignee represents and warrants that the person executing this Agreement on behalf of Assignee is duly authorized to execute and deliver this Agreement to Bank of America, and this Agreement constitutes the legal, valid and binding obligation of Assignee, enforceable against Assignee in accordance with its terms.

This Assignment and any Exhibit hereto may be executed by the parties hereto on any number of separate counterparts, and all such counterparts taken together shall constitute one and the same instrument. It shall not be necessary in making proof of this Assignment or Exhibit to produce or account for more than one counterpart signed by the party to be charged. For purposes of this Assignment and any Exhibit hereto, a document (or signature page thereto) signed and transmitted by facsimile machine is to be treated as an original document. The signature of any person thereon, for purposes hereof, is to be considered as an original signature, and the document transmitted is to be considered to have the same binding effect as an original signature on an original document. At the request of any party hereto, any facsimile document is to be re-executed in original form by the persons who executed the facsimile document. No party hereto may raise the use of a facsimile machine or the fact that any signature was transmitted through the use of a facsimile machine as a defense to the enforcement of this Assignment or any amendment or other document executed in compliance with this paragraph.

THE EFFECTIVENESS OF THIS AGREEMENT AND ALL EXHIBITS HERETO IS SUBJECT TO BANK OF AMERICA'S UNCONDITIONAL RECEIPT OF THE CONSIDERATION PRICE FROM ASSIGNEE IN CONNECTION WITH THIS MATTER. BANK OF AMERICA AGREES TO EXECUTE AND DELIVER TO ASSIGNEE A RECEIPT IN THE FORM OF EXHIBIT B IMMEDIATELY UPON RECEIPT OF THE

CONSIDERATION PRICE. IF THE CLOSING DOES NOT OCCUR, THIS AGREEMENT AND ALL EXHIBITS HERETO AND ALL DOCUMENTS AND AGREEMENTS EXECUTED IN CONNECTION HERewith WILL AUTOMATICALLY BE RESCINDED AND BE DEEMED VOID AND OF NO EFFECT, AND ALL FUNDS PAID BY EACH PARTY TO THE OTHER WILL BE REFUNDED.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

BANK OF AMERICA, N.A. ("Assignor")

By: Laura S. Valenti
Name: LAURA S. VALENTI
Title: SVP

ACCEPTED AND AGREED BY ASSIGNEE:

JESTA CAPITAL CORP.

By: _____
Name: _____
Title: _____

CONSIDERATION PRICE. IF THE CLOSING DOES NOT OCCUR, THIS AGREEMENT AND ALL EXHIBITS HERETO AND ALL DOCUMENTS AND AGREEMENTS EXECUTED IN CONNECTION HEREWITH WILL AUTOMATICALLY BE RESCINDED AND BE DEEMED VOID AND OF NO EFFECT, AND ALL FUNDS PAID BY EACH PARTY TO THE OTHER WILL BE REFUNDED.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

BANK OF AMERICA, N.A. ("Assignor")

By: _____
Name: _____
Title: _____

ACCEPTED AND AGREED BY ASSIGNEE:

JESTA CAPITAL CORP.

By: *Elliott Aintari*
Name: ELLIOTT AINTARI
Title: PRESIDENT

EXHIBIT A

QUIT-CLAIM ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS THAT:

For the sum of TEN UNITED STATES DOLLARS (US \$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged by BANK OF AMERICA, N.A. (hereinafter, "Assignor"), the Assignor does hereby irrevocably and unconditionally SELL, TRANSFER, ASSIGN AND QUIT-CLAIM unto JESTA CAPITAL CORP. (hereinafter "Assignee"), Assignor's claim for all and any amounts owing and to become owing under and pursuant to that certain Loan and Security Agreement dated May 25, 1999 (including the principal and any interest, penalties or other amounts accruing at the contract rate set forth in the Loan Documents as defined hereinbelow, all such amounts being hereinafter referred to collectively as the "Indebtedness") made by Essentus International Inc. (f/k/a Richter Systems Inc., hereinafter, the "Borrower") in favor of the Assignor as successor in interest to Greyrock Capital (the said Loan and Security Agreement, and all rights of Assignor in and to all security securing repayment of the Indebtedness granted by the Borrower and each guarantor of the Indebtedness, as such Loan and Security Agreement or security may have been amended or supplemented from time to time are referred to herein as the "Loan Documents"), and all of Assignor's right, title and interest arising from, under or pursuant to the Loan Documents. Assignee hereby accepts the present assignment and assumes all of Assignor's obligations under the Loan Documents and the Indebtedness.

The present Quit-Claim Assignment includes an assignment and transfer to the Assignee of the Indebtedness and the security securing repayment of the Indebtedness and any right of Assignor to require the performance by the Borrower and each guarantor of the Indebtedness of all of their respective obligations under the Loan Documents, including but not limited to the following:

1. Loan and Security Agreement dated May 25, 1999 executed by Borrower in favor of Bank of America (the "Loan Agreement").
2. Schedule to Loan Agreement.
3. Security Agreement in Copyrighted Works, dated May 25, 1999, executed by Borrower and Essentus Inc., f/k/a Richter Systems International Inc. ("Essentus") in favor of Bank of America for U.S. Copyrights, recorded with the Copyright Office of the United States on August 6, 1999 at Volume 3440 Page 158.
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5. Pledge Agreement (Securities) dated May 25, 1999, executed by Borrower in favor of Bank of America.

6. Agreement Re Share Pledge, executed by Borrower and Bank of America.
7. Guarantee executed by Essentus dated May 26, 1999.
8. Hypothec on Movable Property (General) dated May 26, 1999, executed by Essentus in favor of Bank of America.
9. Security Agreement dated May 25, 1999, executed by Essentus in favor of Bank of America.
10. Hypothecation of Securities dated May 26, 1999, executed by Essentus in favor of Bank of America.
11. Trademark Security Agreement and Hypothec dated May 26, 1999, executed by Essentus in favor of Bank of America and recorded with the United States Patent and Trademark Office on June 28, 1999 at Reel 001921, Frame 0133.
12. Letter of Credit Agreement dated November 15, 1999 by and between Greyrock Capital, a division of Bank of America Commercial Finance Corporation and Richter Systems Inc.
13. Filings or registrations against Essentus or Borrower made by Bank of America or its predecessors in title in any jurisdiction (the "Public Filings"), including but not limited to the following UCC-1 Financing Statements:
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 - (b) #99PN26080 filed against Borrower on May 14, 1999 with the New York County, New York recorder's office;
 - (c) #9913460877 filed against Borrower on May 13, 1999 with the California Secretary of State;
 - (d) #990000107994-8 filed against Borrower on May 13, 1999 with the Florida Secretary of State;
 - (e) #060199909503 filed against Borrower on May 13, 1999 with the Fulton County, GA clerk of the Superior Court;
 - (f) #151311A filed against Borrower on May 13, 1999 with the South Carolina Secretary of State;
 - (g) #095654 filed against Essentus on May 13, 1999 with the New York Secretary of State;
 - (h) #99PN26081 filed against Essentus on May 14, 1999 with the New York County, NY recorder;
 - (i) #9913460890 filed against Essentus on May 13, 1999 with the California Secretary of State.

Without limiting the generality of the foregoing, the Assignee alone will be entitled to collect all installments of principal, interest and other amounts accrued or to accrue or forming part of the Indebtedness, and the Assignee alone will be entitled to grant, with or without consideration, good and valuable receipt or discharge for all sums received by the Assignor whether before or after the date hereof, and for its security without consent or participation of the Assignor, and to exercise and continue all legal recourses for the recovery of the Indebtedness.

This Quit-Claim Assignment shall inure to the benefit of and be binding on each of the Assignor and their respective successors and assigns.

THE CONVEYANCE AND TRANSFER IS BEING MADE "AS IS," "WITH ALL FAULTS" AND "WITHOUT RECOURSE."

EXECUTED and DELIVERED the 8th day of August 2002.

BANK OF AMERICA, N.A.,

Laura Valenti
Senior Vice President

ACKNOWLEDGED AND
AGREED:

JESTA CAPITAL CORP.

Elliott Aintabi
President

EXHIBIT B

RECEIPT

To: JESTA CAPITAL CORP.

We refer to that certain Assignment Agreement dated August 8, 2002 entered into between Bank of America and yourselves.

The undersigned hereby confirms that it has received US \$750,000 as full payment of the Consideration Price due under the Agreement and that Closing has occurred for all purposes thereof.

Yours truly,

Bank of America, N.A.

Laura S. Valenti
Senior Vice President