

FORM PTO-1595

(Rev. 5-93)

OMB No. 0651-0011 (exp. 4/94)

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04-19-1999



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SHEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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

1. Name of conveying party(ies):

Efficient Solutions, Inc.

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

3. Nature of conveyance:

☐ Assignment☐ Merger☒ Security Agreement☐ Change of Name☐ Other _____

Execution Date: April 6, 1999

2. Name and address of receiving party(ies)

Name: Fleet Business Credit Corporation

Internal Address: _____

Street Address: One South Wacker Drive

City: Chicago State: IL Zip: 60606

Additional name(s) & address(es) attached? ☐ Yes ☐ No

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

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s):

B. Patent No.(s): 5,087,861; 5,187,411; 5,363,020;
5,694,007Additional numbers attached? ☐ Yes ☐ No

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

Name: Richard G. Smolev

Internal Address: Sachnoff & Weaver, Ltd.

Street Address: 30 South Wacker Drive

Suite 2900

City: Chicago State: IL ZIP: 60606

6. Total number of applications and patents involved: 6

7. Total fee (37 CFR 3.41)..... \$160.00

☒ 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.

Richard G. Smolev

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: 1

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

04/16/1999

FC:581

140623/0127/237555/Version # :.1

PATENT

REEL: 9883 FRAME: 0265

SCHEDULE A

ISSUED AND PENDING PATENTS

SEE ATTACHED

e. Closing

SCHEDULE 3.12
INTELLECTUAL PROPERTY

Patents*

1. Discharge Lamp Life and Lamp Lumen Life -Extender Module, Circuitry and Methodology -- U.S. Patent No 5,087,861 (Date of Patent 2/11/92) and Patent No 5,187,411 (Date of Patent 2/16/93)
2. Electronic Power Controller -- U.S. Patent No 5,363,020, Date of Patent 11/8/94
4. Discharge Lamp Lighting System -- U.S. Patent No 5,694,007, Date of Patent, 12/2/97**

Unregistered Trademarks and Servicemarks

Edison 21

Trademark and Servicemark Registrations and Applications for Registration

GOVENER

Serial No. 75-164,255
Filed: September 11, 1996
Status: Pending

INTEGRITY SYSTEMS

Serial No. 74-170, 541
Reg. No. 1,750,566
Registered: February 2, 1993

* Some of the patents were previously filed in Canada, France, Germany, United Kingdom and France, but it appears that the international filings have lapsed due to non-renewal.

**Assignment of patent application from Systems & Service International, Inc. executed April 15, 1995, but the assignment is not shown on PTO search.

KC-290361-6

PATENT COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

THIS PATENT COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT (this "**Agreement**") is made as of this 24th day of March, 1999, by and between EFFICIENT SOLUTIONS, INC., a Delaware corporation ("**ESI**") and FLEET BUSINESS CREDIT CORPORATION, a Delaware corporation ("**Fleet**").

RECITALS:

A. Pursuant to that certain Agreement dated of even date herewith by and between ESI and Fleet (the "**ESI Agreement**"), Fleet has, subject to the satisfaction of certain conditions precedent, agreed to make certain financial accommodations to, on behalf or for the benefit of ESI; and

B. Fleet has required as a condition, among others, to the making of the financial accommodations requested by ESI, in order to secure the prompt and complete payment, observance and performance of all of ESI's obligations under the ESI Agreement, that ESI execute and deliver this Agreement to Fleet.

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

1. Defined Terms. Capitalized terms used herein and not otherwise defined herein shall have the respective meanings provided therefor in the ESI Agreement. In addition, the following terms shall have the meanings set forth in this Section 1 or elsewhere in this Agreement referred to below:

(a) "**Agreement**": This Patent Collateral Assignment and Security Agreement, as amended and in effect from time to time.

(b) "**Patent Collateral**": All of ESI's right, title and interest in and to all of the Patents (defined herein), the Patent License Rights (defined herein), and all other Patent Rights (defined herein), and all additions, improvements, and accessions to, all substitutions for and replacements of, and all products and Proceeds (defined herein) (including insurance proceeds) of any and all of the foregoing, and all books and records and technical information and data describing or used in connection with any and all such rights, interests, assets or property.

(c) "**Patent License Rights**": Any and all present or future rights and interests of ESI pursuant to any and all present and future licensing agreements in favor of ESI, or to which ESI is a party, pertaining to any Patents, or Patent Rights, owned or used by third parties now or in the future, including the right in the name of ESI or Fleet to

enforce, and sue and recover for, any past, present or future breach or violation of any such agreement.

(d) **“Patent Rights”**: Any and all present or future rights in, to and associated with the Patents throughout the world, whether arising under federal law, state law, common law, foreign law, or otherwise, including but not limited to the following: all such rights arising out of or associated with the Patents; the right (but not the obligation) to register claims under any federal, state or foreign patent law or regulation; the right (but not the obligation) to sue or bring opposition or bring cancellation proceedings in the name of ESI or Fleet for any and all past, present and future infringements of or any other damages or injury to the Patents or the Patent Rights, and the rights to damages or profits due or accrued arising out of or in connection with any such past, present or future infringement, damage or injury; and the Patent License Rights.

(e) **“Patents”**: All patents and patent applications, whether United States or foreign, that are owned by ESI or in which ESI has any right, title or interest, now or in the future, including but not limited to:

- (i) the patents and patent applications listed on Schedule A hereto (as the same may be amended pursuant hereto from time to time);
- (ii) all letters patent of the United States or any other country, and all applications for letters patent of the United States or any other country;
- (iii) all re-issues, continuations, divisions, continuations-in-part, renewals or extensions thereof;
- (iv) the inventions disclosed or claimed therein, including the right to make, use, practice and/or sell (or license or otherwise transfer or dispose of) the inventions disclosed or claimed therein; and
- (v) the right (but not the obligation) to make and prosecute applications for such Patents.

(f) **“Proceeds”**: Any consideration received from the sale, exchange, license, lease or other disposition or transfer of any right, interest, asset or property which constitutes all or any part of the Patent Collateral, any value received as a consequence of the ownership, possession, use or practice of any Patent Collateral, and any payment received from any insurer or other person or entity as a result of the destruction or the loss, theft or other involuntary conversion of whatever nature of any right, interest, asset or property which constitutes all or any part of the Patent Collateral.

(g) **“PTO”**: The United States Patent and Trademark Office.

2. Grant of Security Interest. To secure the payment and performance in full of all of ESI's obligations under the ESI Agreement, ESI hereby grants, assigns, transfers and conveys to Fleet, for the benefit of Fleet, BY WAY OF COLLATERAL SECURITY, all of the Patent Collateral. FLEET DOES NOT ASSUME ANY LIABILITY ARISING IN ANY WAY BY REASON OF ITS HOLDING SUCH COLLATERAL SECURITY.

3. Representations, Warranties and Covenants. ESI represents, warrants and covenants that: (a) Schedule A attached hereto sets forth a true and complete list of all the patents, rights to patents and patent applications now owned, licensed, controlled or used by ESI; (b) the issued Patents are subsisting and have not been adjudged invalid or unenforceable, in whole or in part, and there is no litigation or proceeding pending concerning the validity or enforceability of the issued Patents; (c) to the best of ESI's knowledge, each of the issued Patents is valid and enforceable; (d) to the best of ESI's knowledge, there is no infringement by others of the issued Patents or Patent Rights; (e) to the best of ESI's knowledge, no claim has been made that the use of any of the Patents does or may violate the rights of any third person, and there is no infringement by ESI of the patent rights of others; (f) ESI is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents (other than ownership and other rights reserved by third party owners with respect to Patents which ESI is licensed to practice or use and the rights of third party licensees licensed by ESI in the ordinary course of business), free and clear of any liens, charges, encumbrances and adverse claims, including without limitation pledges, assignments, licenses, shop rights and covenants by ESI not to sue third persons, other than the security agreement and mortgage created by the ESI Agreement and this Agreement subject to Permitted Liens and the aforementioned rights of licensors and licensees; (g) ESI is authorized to enter into this Agreement and perform its terms; (h) this Agreement, together with the ESI Agreement, will create in favor of Fleet, a valid and perfected first priority security interest in the Patent Collateral (subject to Permitted Liens, and the aforementioned rights of licensors and licensees, and except with respect to foreign Patent Collateral) upon making the filings referred to in clause (i) of this Section 3; and (i) except for the filing of financing statements with Secretary of State for the State of _____ under the Uniform Commercial Code and the filing of this Agreement with the PTO, no authorization, approval or other action by, and no notice to or filing with, any governmental or regulatory authority, agency or office is required either (1) for the grant by ESI or the effectiveness of the security interest and assignment granted hereby or for the execution, delivery and performance of this Agreement by ESI, or (2) for the perfection of Fleet's security interest in the Patent Collateral, except with respect to foreign Patent Collateral.

4. No Transfer or Inconsistent Agreements. Without Fleet's prior written consent and except for licenses of the Patent Collateral in the ordinary course of ESI's business consistent with its past practices or as otherwise permitted by the ESI Agreement, ESI will not (a) mortgage, pledge, assign, encumber, grant a security interest in, transfer, license or alienate any of the Patent Collateral, or (b) enter into any agreement (for example, a license agreement) that is inconsistent with ESI's obligations hereunder.

5. After-Acquired Patents, Etc.

5.1. After-acquired Patents. If, before ESI's obligations under the ESI Agreement shall have been finally paid and satisfied in full, ESI shall obtain any right, title or interest in or to any other or new patents, patent applications or patentable inventions, or become entitled to the benefit of any patent application or patent or any reissue, division, continuation, renewal, extension, or continuation-in-part of any of the Patent Collateral or any improvement on any of the Patent Collateral, the provisions of this Agreement shall automatically apply thereto and ESI shall promptly give to Fleet notice thereof in writing and execute and deliver to Fleet such documents or instruments as Fleet may reasonably request further to evidence and perfect (except for foreign Patent Collateral) such security interest.

5.2. Amendment to Schedule. ESI authorizes Fleet to modify this Agreement, without the necessity of ESI's further approval or signature, by amending Schedule A hereto to include any future or other Patents or Patent Rights under Section 2 or Section 5 hereof.

6. Patent Prosecution.

6.1. ESI Responsible. ESI shall assume full and complete responsibility for the prosecution, grant, enforcement or any other necessary or desirable actions in connection with the Patent Collateral, and shall hold Fleet harmless from any and all costs, damages, liabilities and expenses which may be incurred by Fleet in connection with Fleet's security interest in any of the Patent Collateral or any other action or failure to act in connection with this Agreement or the transactions contemplated hereby except to the extent caused by the gross negligence or wilful misconduct of Fleet. In respect of such responsibility, ESI shall retain patent counsel reasonably acceptable to Fleet.

6.2. Assignor's Duties, Etc. Subject to the exercise of reasonable business judgment, ESI shall have the duty, through patent counsel acceptable to Fleet, to prosecute diligently any patent applications of the Patents pending as of the date of this Agreement or thereafter, to make application for unpatented but reasonably patentable inventions and to preserve and maintain all rights in the Patents, including without limitation the payment when due of all maintenance fees and other fees, taxes and other expenses which shall be incurred or which shall accrue with respect to any of the Patents. Any expenses incurred in connection with such applications and actions shall be borne by ESI. ESI shall not abandon any filed patent application, or any pending patent application or patent, without the consent of Fleet, which consent shall not be unreasonably withheld. Fleet hereby appoints ESI as its agent for all matters referred to in the foregoing provisions of this Section 6 and agrees to execute any documents necessary to confirm such appointment. Upon the occurrence and during the continuance of an Event of Default, Fleet may terminate such agency by providing written notice of termination to ESI.

6.3. Assignor's Enforcement Rights. ESI shall have the right, with the consent of Fleet which shall not be unreasonably withheld, to bring suit or other action in ESI's own name to enforce the Patents and the Patent Rights. Fleet shall be required to join in such suit or action as may be necessary to assure ESI's ability to bring and maintain any such suit or action in any

proper forum so long as Fleet is completely satisfied that such joinder will not subject Fleet to any risk of liability. ESI shall promptly, upon demand, reimburse and indemnify Fleet for all damages, costs and expenses, including legal fees, incurred by Fleet pursuant to this Section 6.

6.4. Protection of Patents, Etc. Subject to the exercise of reasonable business judgment, ESI shall take any and all such actions (including but not limited to institution and maintenance of suits, proceedings or actions) as may be reasonably necessary or appropriate to properly maintain, protect, preserve, care for and enforce the Patent Collateral. Subject to the exercise of reasonable business judgment, ESI shall not take or fail to take any action, nor permit any action to be taken or not taken by others under its control, which would materially adversely affect the validity, grant or enforcement of any of the Patent Collateral.

6.5. Notification by Assignor. Promptly upon obtaining knowledge thereof, ESI will notify Fleet in writing of the institution of, any proceeding in the PTO or any similar office or agency of the United States or any foreign country, or any court, regarding the validity of any of the Patents or ESI's rights, title or interests in and to any of the Patent Collateral, and of any event which does or reasonably could materially adversely affect the value of any of the Patent Collateral, the ability of ESI or Fleet to dispose of any of the Patent Collateral or the rights and remedies of Fleet in relation thereto (including but not limited to the levy of any legal process against any of the Patent Collateral).

7. Remedies. If any Event of Default shall have occurred and be continuing, then at the discretion of Fleet, and upon notice by Fleet to ESI: (a) Fleet, in its own name or that of ESI (in the sole discretion of Fleet), may do such act or remedy such Event of Default (or cause such act to be done or such Event of Default to be remedied), at ESI's sole cost and expense; (b) ESI shall immediately cease and desist from the practice, manufacture, use and sale of the inventions claimed, disclosed or covered by the Patents; and (c) Fleet shall have, in addition to all other rights and remedies given it by this Agreement, the ESI Agreement, and the other Loan Documents, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in the state of _____ and, without limiting the generality of the foregoing, Fleet may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to ESI, all of which are hereby expressly waived, and without advertisement, sell or license at public or private sale or otherwise realize upon the whole or from time to time any part of the Patent Collateral, or any interest which ESI may have therein, and after deducting from the proceeds of sale or other disposition of the Patent Collateral all expenses (including all reasonable expenses for broker's fees and legal services), shall apply the residue of such proceeds toward the payment of ESI's obligations under the ESI Agreement. Notice of any sale, license or other disposition of any of the Patent Collateral shall be given to ESI at least ten (10) days before the time that any intended public sale or other disposition of such Patent Collateral is to be made or after which any private sale or other disposition of such Patent Collateral may be made, which ESI hereby agrees shall be reasonable notice of such public or private sale or other disposition. At any such sale or other disposition, Fleet may, to the extent permitted under applicable law, purchase or license the whole or any part of the Patent Collateral or interests therein sold, licensed or otherwise disposed of.

8. Power of Attorney. If any Event of Default shall have occurred and be continuing, ESI does hereby make, constitute and appoint Fleet (and any officer or agent of Fleet as Fleet may select in its exclusive discretion) as ESI's true and lawful attorney-in-fact, with the power to endorse ESI's name on all applications, documents, papers and instruments necessary for Fleet to use any of the Patent Collateral, to practice, make, use or sell the inventions disclosed or claimed in any of the Patent Collateral, to grant or issue any exclusive or nonexclusive license of any of the Patent Collateral to any third person, or necessary for Fleet to assign, pledge, convey or otherwise transfer title in or dispose of the Patent Collateral or any part thereof or interest therein to any third person, and, in general, to execute and deliver any instruments or documents and do all other acts which ESI is obligated to execute and do hereunder. ESI hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof, and releases Fleet from any claims, liabilities, causes of action or demands arising out of or in connection with any action taken or omitted to be taken by Fleet under this power of attorney. This power of attorney shall be irrevocable for the duration of this Agreement.

9. Further Assurances. ESI shall, at any time and from time to time, and at its expense, make, execute, acknowledge and deliver, and title and record as reasonably necessary or appropriate with governmental or regulatory authorities, agencies or offices, such agreements, assignments, documents and instruments, and do such other and further acts and things (including, without limitation, using best efforts to obtain consents of third parties), as Fleet may reasonably request or as may be reasonably necessary or appropriate in order to implement and effect fully the intentions, purposes and provisions of this Agreement, or to assure and confirm to Fleet the grant, perfection and priority of Fleet's security interest in any of the Patent Collateral as provided for herein.

10. Termination. At such time as all of ESI's obligations under the ESI Agreement have been finally paid and satisfied in full, this Agreement shall terminate and Fleet shall, upon the written request and at the expense of ESI, execute and deliver to ESI all deeds, assignments and other instruments as may be necessary or proper to reassign and reconvey to and re-vest in ESI the entire right, title and interest to the Patent Collateral previously granted, assigned, transferred and conveyed to Fleet by ESI pursuant to this Agreement, as fully as if this Agreement had not been made, subject to any disposition of all or any part thereof which may have been made by Fleet pursuant hereto or the ESI Agreement.

11. Course of Dealing. No course of dealing among ESI and Fleet, nor any failure to exercise, nor any delay in exercising, on the part of Fleet, any right, power or privilege hereunder or under the ESI Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

12. Expenses. Any and all fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and legal expenses incurred by Fleet in connection with the preparation of this Agreement and all other documents relating hereto, the consummation of the transactions contemplated hereby or the enforcement hereof, the filing or recording of any

documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving any of the Patent Collateral, or (subject to the terms of Article 6 above) in defending or prosecuting any actions or proceedings arising out of or related to any of the Patent Collateral, shall be borne and paid by ESI.

13. No Assumption of Liability: Indemnification. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, FLEET DOES NOT ASSUME ANY LIABILITIES OF ESI WITH RESPECT TO ANY CLAIM OR CLAIMS REGARDING ESI'S OWNERSHIP OR PURPORTED OWNERSHIP OF, OR RIGHTS OR PURPORTED RIGHTS ARISING FROM, ANY OF THE PATENT COLLATERAL OR ANY PRACTICE, USE, LICENSE OR SUBLICENSE THEREOF, OR ANY PRACTICE, MANUFACTURE, USE OR SALE OF ANY OF THE INVENTIONS DISCLOSED OR CLAIMED THEREIN, WHETHER ARISING OUT OF ANY PAST, CURRENT OR FUTURE EVENT, CIRCUMSTANCE, ACT OR OMISSION OR OTHERWISE. ALL OF SUCH LIABILITIES SHALL BE EXCLUSIVELY BORNE BY ESI, AND ESI SHALL INDEMNIFY FLEET FOR ANY AND ALL COSTS, EXPENSES, DAMAGES AND CLAIMS, INCLUDING LEGAL FEES, INCURRED BY FLEET WITH RESPECT TO SUCH LIABILITIES, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILFUL MISCONDUCT OF FLEET.

14. Rights and Remedies Cumulative. All of Fleet's rights and remedies with respect to the Patent Collateral, whether established hereby or by the ESI Agreement or by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently. Nothing contained in this Agreement shall be deemed to extend the time of attachment or perfection of or otherwise impair the security interest in any of the Patent Collateral granted to Fleet under the ESI Agreement. ESI acknowledges and agrees that this Agreement is supplemental to the ESI Agreement and is not intended to limit or restrict in any way the rights and remedies of Fleet under the ESI Agreement, but rather is intended to facilitate the exercise of such rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patent Collateral may be located or deemed located.

15. Modification. This Agreement may not be altered, amended or modified in any way, except as specifically provided in Section 5 hereinbefore or by a writing signed by ESI and Fleet.

16. Power of Attorney. The ESI hereby appoints Fleet and all Persons Fleet may designate, in its sole and absolute discretion, as ESI's attorney-in-fact, with full authority in the place and stead of ESI and in the name of ESI or otherwise, to take any action and to execute any instrument which Fleet may deem necessary or advisable to accomplish the purposes of this Agreement. ESI hereby ratifies all that such attorney-in-fact shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until all of ESI's obligations under the ESI Agreement shall have been indefeasibly paid and satisfied in full.

17. Binding Effect; Benefits. This Agreement shall be binding upon ESI and its successors and assigns, and shall inure to Fleet, for the benefit of Fleet, and its nominees. ESI's successors and assigns shall include, without limitation, a receiver, trustee or debtor-in-possession of or for ESI. ESI shall not assign its obligations hereunder without Fleet's prior written consent.

18. Governing Law. This Agreement has been delivered for acceptance by Fleet in Chicago, Illinois and shall be governed by and construed in accordance with the internal laws (as opposed to the conflicts of law provisions) of the State of Illinois. ESI hereby (a) irrevocably submits, to the extent permitted by applicable law, to the jurisdiction of any state or federal court located in Chicago, Illinois, over any action or proceeding to enforce or defend any matter arising from or related to this Agreement; (b) irrevocably waives, to the fullest extent ESI may effectively do so, the defense of an inconvenient forum to the maintenance of any such action or proceeding in any such court; (c) agrees that, to the extent permitted by applicable law, a final judgment in any such action or proceeding in any such court shall be conclusive and may be enforced in any other jurisdictions by suit on the judgment or in any other manner provided by law; and (d) to the extent permitted by applicable law, agrees not to institute any legal action or proceeding against Fleet or any of Fleet's directors, officers, employees, agents or property, concerning any matter arising out of or relating to this Agreement in any court other than one located in Cook County, Illinois. Nothing in this Section shall affect or impair Fleet's right to serve legal process in any manner permitted by law or Fleet's right to bring any action or proceeding against ESI or ESI's property in the courts of any other jurisdiction.

19. Notices. All notices or other communications required or desired to be served, given or delivered hereunder shall be served, given or delivered and shall be deemed to have been validly served, given or delivered in accordance with the express provisions of the ESI Agreement.

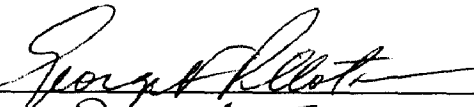
20. Duty of Fleet. Fleet shall not be liable for any acts, omissions, errors of judgment or mistakes of fact or law with respect to the Patent Collateral, except to the extent caused by Fleet's gross negligence or wilful misconduct. Without limiting the generality of the foregoing, Fleet shall not be under any obligation to take any action necessary or preserve rights in the Patent Collateral against any other Persons but may do so at its option, and all expenses incurred in connection therewith shall be for the sole account of ESI and added to ESI's obligations under the ESI Agreement secured hereby.

21. Section Headings. The section headings herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.

22. Recitals. The Recitals are incorporated and made a part of this Agreement.

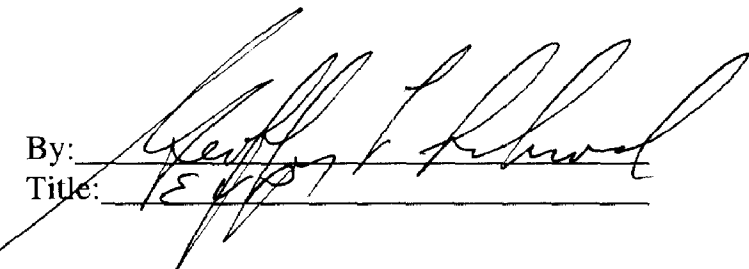
IN WITNESS WHEREOF, the parties hereby have duly executed this Agreement on the day and year first above written.

EFFICIENT SOLUTIONS, INC.

By: 
Title: Director

Acknowledged and Agreed to in
Chicago, Illinois, as of this
29th day of March, 1999

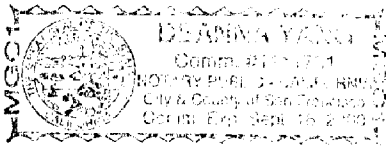
FLEET BUSINESS CREDIT CORPORATION

By: 
Title: Director

STATE OF California)
) SS
COUNTY OF San Francisco

The foregoing Patent Collateral Assignment and Security Agreement was executed and acknowledged before me this 24th day of March, 1999, by George F. Pilloton, personally known to me to be the Director of Efficient Solutions, Inc., a Delaware corporation, on behalf of such corporation.

(SEAL)



Deanna Yarnall
Notary Public
California County, San Francisco
My commission expires: Sept. 18, 2000

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing Patent Collateral Assignment and Security Agreement was executed and acknowledged before me this 29 day of March, 1999, by GEOFFREY SCHROCK, personally known to me to be the E. V. P. of Fleet Business Credit Corporation, a Delaware corporation, on behalf of such corporation.

(SEAL)



Margaret A. Griffin
Notary Public
ILLINOIS County, COOK
My commission expires: 12-4-2000