

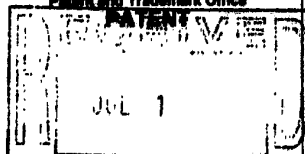
07-07-1999

U.S. Department of Commerce
Patent and Trademark Office



101083828

RECORDATION FORM COVER SHEET
PATENTS 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 Security Agreement

License Change of Name

Merger Other Patent Collateral Assignment

U.S. Government
(For Use ONLY by U.S. Government Agencies)

Departmental File Secret File

Conveying Party(ies)

Mark if additional names of conveying parties attached

Name (line 1) DISPLAY TECHNOLOGIES, INC. Execution Date: 06 02 1999

Name (line 2) a Nevada Corporation

Second Party

Name (line 1) LA-MAN CORPORATION Execution Date: 06 02 1999

Name (line 2) a Nevada Corporation

Receiving Party

Mark if additional names of receiving parties attached

Name (line 1) SOUTHTRUST BANK, NATIONAL ASSOCIATION

Name (line 2) a National Banking Association

Address (line 1) P.O. BOX 2554

Address (line 2) _____

Address (line 3) BIRMINGHAM ALABAMA 35290

City State/Country Zip Code

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 is attached. (Designation must be a separate document from Assignment.)

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) _____

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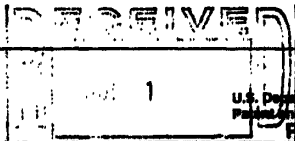
07/07/1999 INVTEN 00000107 5861946
01 FC:581 400.00 SP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

PATENT

REEL: 010061 FRAME: 0345



Correspondent Name and Address Area Code and Telephone Number (407) 244-1147

Name Robert L. Wolter

Address (line 1) Holland & Knight LLP

Address (line 2) P.O. Box 1526

Address (line 3) Orlando, FL 32802-1526

Address (line 4) _____

Pages Enter the total number of pages of the attached conveyance document including any attachments. # 10

Application Number(s) or Patent Number(s) Mark if additional numbers attached

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

Patent Application Number(s)			Patent Number(s)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<u>5261946</u>	<u>5114443</u>	<u>5030262</u>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<u>4925466</u>	<u>4874408</u>	<u>RE32989</u>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<u>4810272</u>	<u>4487618</u>	<u>4483417</u>

If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor. Month Day Year

Patent Cooperation Treaty (PCT)

Enter PCT application number only if a U.S. Application Number has not been assigned.

PCT PCT PCT

PCT PCT PCT

Number of Properties Enter the total number of properties involved. #

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$ 400.00

Method of Payment: Enclosed Deposit Account

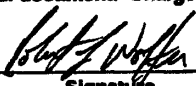
Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)

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.

ROBERT L. WOLTER  June 25, 1999

Name of Person Signing Signature Date

**RECORDATION FORM COVER SHEET
CONTINUATION
PATENTS ONLY**

Conveying Party(ies)

Mark if additional names of conveying parties attached

Enter additional Conveying Parties

Name (line 1)		Execution Date Month Day Year
Name (line 2)		Execution Date Month Day Year
Name (line 1)		Execution Date Month Day Year
Name (line 2)		Execution Date Month Day Year
Name (line 1)		Execution Date Month Day Year
Name (line 2)		Execution Date Month Day Year

Receiving Party(ies)

Mark if additional names of receiving parties attached

Enter additional Receiving Party(ies)

Name (line 1)		<input type="checkbox"/> 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 is attached. (Designation must be a separate document from Assignment.)
Name (line 2)		
Address (line 1)		<input type="checkbox"/> 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 is attached. (Designation must be a separate document from Assignment.)
Address (line 2)		
Address (line 3)	City State/Country Zip Code	
Name (line 1)		<input type="checkbox"/> 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 is attached. (Designation must be a separate document from Assignment.)
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Address (line 3)	City State/Country Zip Code	

Application Number(s) or Patent Number(s)

Mark if additional numbers attached

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

Patent Application Number(s)			Patent Number(s)		
			4464186		

PATENT COLLATERAL ASSIGNMENT

This Agreement is made on the 2nd day of June 1999 between DISPLAY TECHNOLOGIES, INC., a Nevada corporation formerly known as La-Man Corporation, having a mailing address at 5029 Edgewater Drive, Orlando, FL 32801, LA-MAN CORPORATION, a Nevada corporation having the same mailing address (collectively, the "Assignor") and SOUTHTRUST BANK, NATIONAL ASSOCIATION, a national banking association, with its principal office in Birmingham, Alabama ("Bank"). La-Man Corporation is a new corporation formed after the original La-Man Corporation changed its name to Display Technologies, Inc.

Assignor has executed and delivered its promissory notes and letters of credit (collectively the "Note") to the Bank in the aggregate principal amount of \$15,957,000.00, pursuant to a certain Loan and Security Agreement dated of even date herewith between Assignor and the Bank (as amended from time to time, the "Loan Agreement").

NOW, THEREFORE, in consideration of the premises, Assignor hereby agrees with Bank as follows:

1. To secure the complete and timely satisfaction of all Obligations (as defined in the Loan Agreement), Assignor hereby grants, assigns and conveys to Bank the entire right, title and interest in and to the patent applications and patents listed in Schedule A hereto, including without limitation all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof (collectively called the "Patents").

2. Assignor covenants and warrants that:

(a) The Patents are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

(b) To the best of Assignor's knowledge, each of the Patents is valid and enforceable and Assignor has notified Bank in writing of all prior art (including public uses and sales) of which it is aware;

(c) Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents, free and clear of any liens, charges, and encumbrances, including without limitation pledges, assignments, licenses, shop rights, and covenants by Assignor not to sue third persons; and

(d) Assignor has the unqualified right to enter into this Agreement and perform its terms and has entered and will enter into written agreements with each of its present and future employees, agents and consultants which will enable it to comply with the covenants herein contained.

Except as specifically set forth above, Assignor does not warrant that the Patents might not be declared invalid if challenged in court.

PATENT

REEL: 010061 FRAME: 0348

3. Assignor agrees that, until all of the Obligations shall have been satisfied in full, it will not enter into any agreement (for example, a license agreement) which is inconsistent with Assignor's obligations under this Agreement, without Bank's prior written consent, which consent will not be unreasonably withheld or delayed.

4. If, before the Obligations shall have been satisfied in full, Assignor shall obtain rights to any new patentable inventions, or become entitled to the benefit of any patent application or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, the provisions of paragraph 1, shall automatically apply thereto and Assignor shall give to Bank prompt notice thereof in writing hereof. Assignor shall further execute any and all documents necessary for Bank to secure rights in and to any patent applications or patents that it may acquire in the future.

5. Assignor authorizes Bank to modify this Agreement by amending Schedule A to include any future patents and patent applications which are Patents under paragraph 1 or paragraph 4 hereof.

6. Unless and until there shall have occurred and be continuing an Event of Default (as defined in the Loan Agreement), Bank hereby grants to Assignor the exclusive, nontransferable right and license under the Patents to make, have made for it, use and sell the inventions disclosed and claimed in the Patents for Assignor's own benefit and account and for none other. Assignor agrees not to sell or assign its interest in, or grant any sublicense under, the license granted to Assignor in this paragraph 6, without the prior written consent of Bank, which consent will not be unreasonably withheld or delayed.

7. If any Event of Default shall have occurred and be continuing, Assignor's license under the Patents as set forth in paragraph 6, shall terminate forthwith, and the Bank shall have, in addition to all other rights and remedies given it by this Agreement and in the Loan Agreement, those 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 Patents may be located and, without limiting the generality of the foregoing, the Bank may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to Assignor, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, in Orlando, Florida, or elsewhere, the whole or from time to time any part of the Patents, or any interest which the Assignor may have therein, and after deducting from the proceeds of sale or other disposition of the Patents all expenses (including all reasonable expenses for brokers' fees and legal services), shall apply the residue of such proceeds toward the payment of the Obligations. Any remainder of the proceeds after payment in full of the Obligations shall be paid over to the Assignor. Notice of any sale or other disposition of the Patents shall be given to Assignor at least five (5) days before the time of any intended public or private sale or other disposition of the Patents is to be made, which Assignor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, any holder of any Note or Bank may, to the extent permissible under applicable law, purchase the whole or any part of the Patents sold, free from any right of redemption on the part of Assignor, which right is hereby waived and released.

8. If any Event of Default shall have occurred and be continuing, Assignor hereby authorizes and empowers Bank to make, constitute and appoint any officer or agent of Bank, as Bank may select in its exclusive discretion, as Assignor's true and lawful attorney-in fact, with the power to endorse Assignor's name on all applications, documents, papers and instruments necessary for Bank to use the Patents, or to grant or issue any exclusive or nonexclusive license under the Patents to any third person, or necessary for Bank to assign, pledge, convey or otherwise transfer title in or dispose of the Patents to any third person. Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Agreement.

9. At such time as Assignor shall completely satisfy all of the Obligations, this Agreement shall terminate and Bank shall execute and deliver to Assignor all deeds, assignments and other instruments as may be necessary or proper to re-vest in Assignor full title to the Patents, subject to any disposition thereof which may have been made by Bank pursuant hereto.

10. Any and all fees, costs and expenses, of whatever kind or nature including the reasonable attorney's fees and legal expenses incurred by Bank in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, 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 the Patents, or in defending or prosecuting any actions or proceedings arising out of or related to the Patents, shall be borne and paid by Assignor on demand by Bank and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the highest rate prescribed in the Loan Agreement.

11. Assignor shall have the duty, through counsel acceptable to Bank, to prosecute diligently any patent applications of the Patents pending as of the date of this Agreement or thereafter until the Obligations shall have been paid in full, to preserve and maintain all rights in patent applications and patents of the Patents, including without limitation the payment of all maintenance fees. Any expenses incurred in connection with such an application shall be borne by Assignor. The Assignor shall not abandon any right to file a patent application, or any pending patent application or patent without the consent of the Bank, which consent shall not be unreasonably withheld.

12. Assignor shall have the right, with the consent of Bank, which shall not be unreasonably withheld, to bring suit to its own name, and to join Bank, if necessary, as a party to such suit so long as Bank is satisfied that such joinder will not subject it to any risk of liability, to enforce the Patents and any licenses thereunder. Assignor shall promptly, upon demand, reimburse and indemnify Bank for all damages, costs and expenses, including legal fees, incurred by Bank pursuant to this paragraph 12.

13. No course of dealing between Assignor and Bank, nor any failure to exercise, nor any delay in exercising, on the part of Bank, any right, power or privilege hereunder or under the Loan 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.

14. All of Bank's rights and remedies with respect to the Patents, whether established hereby or by the Loan Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently.

15. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any clause or provision of this Agreement in any jurisdiction.

16. This Agreement is subject to modification only by a writing signed by the parties, except as provided in paragraph 5.

17. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

18. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Florida.

WITNESS the execution hereof under seal as of the day and year first above written.

ASSIGNOR:

DISPLAY TECHNOLOGIES, INC., a Nevada corporation formerly known as La-Man Corporation

By: J. William Brandner
J. William Brandner
President/Chief Executive Officer

LA-MAN CORPORATION, a Nevada corporation

By: J. William Brandner
J. William Brandner
Chairman

BANK:

SOUTHTRUST BANK, NATIONAL ASSOCIATION

By: S. T. Kamide
S. T. Kamide
Group Vice President

STATE OF ALABAMA
COUNTY OF Jefferson

Before me personally appeared J. William Brandner, the President and Chief Executive Officer of Display Technologies, Inc., a Nevada corporation formerly known as La-Man Corporation, and the Chairman of La-Man Corporation, a Nevada Corporation, to me well known and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that he executed said instrument for the purposes therein expressed on behalf of the corporation.

WITNESS my hand and official seal, this 2nd day of June, 1999.

Carole Stancil Strong
Notary Public, State of Alabama

STATE OF ALABAMA
COUNTY OF Jefferson

Before me personally appeared S. T. Kamide, the Group Vice President of SouthTrust Bank, National Association, to me well known and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that he executed said instrument for the purposes therein expressed on behalf of the corporation.

WITNESS my hand and official seal, this 2nd day of June, 1999.

Carole Stancil Strong
Notary Public, State of Alabama

SCHEDULE A

United States Patents

<u>Patent No.</u>	<u>Title</u>
1) 5,261,946	Air line vapor trap with air-warming system
2) 5,114,443	Air line vapor trap
3) 5,030,262	Air vapor trap and drain therefore
4) 4,925,466	Filter cartridge assembly
5) 4,874,408	Liquid Drain Assembly
6) RE32,989	Air line vapor trap
7) 4,810,272	Air inlet valve arrangement for pneumatic equipment
8) 4,487,618	Airline vapor trap
9) 4,483,417	Airline lubricator
10) 4,464,186	Pneumatic filter and liquid evaporator

Foreign Patents

<u>Patent No.</u>	<u>Country</u>	<u>Title</u>
1) 558,358	Australia	Airline vapor trap
2) 557,799	Australia	Airline lubricator
3) 557,895	Australia	Pneumatic filter and liquid evaporator
4) 1,197,477	Canada	Airline vapor trap
5) 1,206,889	Canada	Pneumatic filter and liquid evaporator
6) 1,207,674	Canada	Airline lubricator
7) 1,267,057	Canada	Airline vapor trap
8) 2,064,401	Canada	Air line vapor trap with air-warming system
9) UM-55,136	China	Air inlet valve arrangement for pneumatic equipment

PATENT

REEL: 010061 FRAME: 0353

SCHEDULE A (CONT.)

Foreign Patents

	<u>Patent No.</u>	<u>Country</u>	<u>Title</u>
10)	0,116,130	European	Pneumatic filter and liquid evaporator
11)	0,101,861	European	Airline lubricator
12)	1,379,775	Japan	Pneumatic filter and liquid evaporator
13)	1,410,903	Japan	Airline lubricator

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RECORDED: 07/01/1999

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