

09-15-1999



101145809

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of) BOX ASSIGNMENTS
DOUBLE DIAMOND PARTNERS, LLC)
(SUCCESSOR COLLATERAL AGENT))
Patent No. D 388,874)
D 389,964)
D 390,688)
Appln. No. 09/155,029)
09/275,262)
Attorney Docket No.:)
DDP 0 0001) Cleveland, Ohio 44114
September 3, 1999

ASSIGNMENT TRANSMITTAL LETTER

Assistant Commissioner
For Patents
BOX ASSIGNMENTS
Washington, D.C. 20231

Dear Sir:

Please record the attached original document(s)
or copy(ies) thereof.

1. Name of Party(ies) conveying an interest:

William R. MUNI
as Collateral Agent
11835 Pinewood Trail
Chesterland, OH 44026

2. Name of Party(ies) receiving an interest:

DOUBLE DIAMOND PARTNERS, L.L.C.
as Successor Collateral Agent
6779 Engle Road, Suite F
Cleveland, OH 44130

3. Description of the interest conveyed:

X Assignment Change of Name
 X Security Agreement Merger
Other _____

09/14/1999 MTHAI1 00000262 D388874

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4. This document is being filed in connection with the following three U.S. Patents and two U.S. Patent Applications:

<u>Patent No.</u>	<u>Application(s)</u>
D 388,874	09/155,029
D 389,964	09/275,262
D 390,688	

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

Thomas E. Kocovsky, Jr.
Reg. No. 28,383
FAY, SHARPE, BEALL, FAGAN
MINNICH & McKEE, LLP
1100 Superior Avenue, Seventh Floor
Cleveland, Ohio 44114-2518


6. 3 issued U.S. patents are involved and
2 pending U.S. patent application is involved.
7. Amount of fee enclosed or authorized to be charged:
\$ 200.00.
8. Deposit Account Number (attached duplicate copy of this form if paying by Deposit Account): 06-0308.
9. The assignment shows it was signed on:
July 21, 1999.
10. 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.

Total Number of pages including cover sheet (3 pages); and documents (2 pages)
Total: 5 pages.

Respectfully submitted,

FAY, SHARPE, FAGAN,
MINNICH & McKEE, LLP

Sept 7, 1999
Date


Thomas E. Kocovsky, Jr.
Reg. No. 28,383
1100 Superior Avenue
Seventh Floor
Cleveland, OH 44114-2518
(216) 861-5582

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of)
DOUBLE DIAMOND PARTNERS, LLC)
(SUCCESSOR COLLATERAL AGENT))
)

BOX ASSIGNMENTS

Patent No. D 388,874)
D 389,964)
D 390,688)
)

Appln. No. 09/155,029)
09/275,262)
)

Attorney Docket No.:)
DDP 0 0001)

Cleveland, Ohio 44114
September 3, 1999

CERTIFICATE OF MAILING

I hereby certify that this **ASSIGNMENT TRANSMITTAL LETTER** and **ASSIGNMENT** is being deposited with the United States Postal Service as first class mail in an envelope addressed to: Assistant Commissioner For Patents, BOX ASSIGNMENTS, Washington, D.C., 20231, on this 8th day of September, 1999.

By: Hilary M McNulty

ASSIGNMENT OF COLLATERAL AGENT INTEREST

THIS ASSIGNMENT OF COLLATERAL AGENT INTEREST is made as of July 21, 1999 by WILLIAM R. MUNI, in his capacity as Collateral Agent (the "Resigning Collateral Agent") to DOUBLE DIAMOND PARTNERS, LLC as the successor collateral agent (the "Successor Collateral Agent").

WITNESSETH:

WHEREAS, the Resigning Collateral Agent was appointed as the collateral agent for the holders of the Senior Secured Notes of ViAtro, Corp. (the "Company") issued pursuant to those certain Note and Warrant Purchase Agreements dated as of January 8, 1999 (the "Note Agreements") and pursuant to the Note Agreements, the Company executed and delivered to the Resigning Collateral Agent that certain Security Agreement, an Assignment of Trademarks and Trademark Applications and an Assignment of Patents and Patent Applications, each dated January 8, 1999 (collectively with the Note Agreements, the "Documents");

WHEREAS, the Resigning Collateral Agent has resigned as collateral agent under the Documents effective as of July 21, 1999;

WHEREAS, the holders of the Senior Secured Notes have appointed Double Diamond Partners, LLC as the Successor Collateral Agent to the Resigning Collateral Agent;

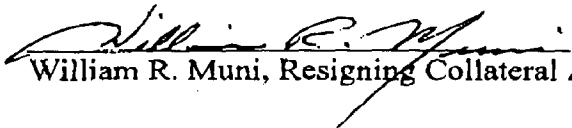
WHEREAS, the Resigning Collateral Agent desires to transfer to the Successor Collateral Agent all right, title and interest of the Resigning Collateral Agent in, to and under the Documents to the Successor Collateral Agent;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the Resigning Collateral Agent hereby assigns and transfers and sets over to the Successor Collateral Agent all right, title and interest of the Resigning Collateral Agent in, to and under the Documents, including, but not limited to, any and all rights to any of the Collateral (as defined in the Documents). The foregoing assignment is made by the Resigning Collateral Agent without representation or warranty of any kind, except that the Resigning Collateral Agent represents and warrants that he has full power and authority to execute and deliver this Assignment and that the Resigning Collateral Agent has not encumbered or otherwise subjected any right, title or interest of the Resigning Collateral Agent in and to the Documents and the Collateral to any liens, security interests, pledges, charges or claims of any kind.

The Resigning Collateral Agent hereby agrees to execute and deliver such further instruments and documents as may be reasonably requested by the Successor Collateral Agent to further evidence the foregoing assignment, including, but not limited to, assignments of Uniform Commercial Code financing statements and/or assignments to be filed in the United States Patent & Trademark Office.


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IN WITNESS WHEREOF, the parties hereto have executed this document as of the date first above written.


William R. Muni, Resigning Collateral Agent

ACCEPTED:

DOUBLE DIAMOND PARTNERS, LLC
as Successor Collateral Agent

By: 

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RECORDED: 09/13/1999

PATENT
REEL: 010226 FRAME: 0263