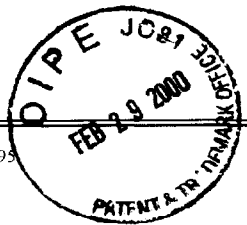


MRD
2-29-00

03-29-2000



101301015



Form PTO-1595
6-93

RECORDATION FORM COVER SHEET
PATENTS ONLY

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):
Barto International, Inc. and Victor J. Klundt
Additional name(s) of conveying party(ies) attached? yes no

2. Name and address of receiving party(ies):
Name: **Buffalo Savings Bank**
Street Address: **120 Washington Street**
City: **Buffalo** State: **IO** Zip Code: **52728**

3. Nature of Conveyance:
 Judgment Law No. 91241 of the Iowa District Court, Assignment and copy of Sheriff's Certificate of Purchase
 Merger
 Security Agreement Change of Name
 Other _____
Execution Date(s): **January 17, 2000 and January 14, 2000 (respectively)**

Country: **United States of America**
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).
5,359,952

Additional numbers attached? yes no

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: **Sterne, Kessler, Goldstein & Fox P.L.L.C.**
Internal Address: **c/o Edward J. Kessler**
Street Address: **1100 New York Ave., N.W. Suite 600**
City: **Washington** State: **D.C.** Zip Code: **20005-3934**

6. Total number of applications and patents involved
1
7. Total fee (37 C.F.R. § 3.41).....\$ **40.00**
 Enclosed - Check No. 26804
 Authorized to be charged to Deposit Account
8. Deposit Account Number: **19-0036**

03/28/2000
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40.00 DP
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.
Edward J. Kessler
Name of Person Signing
Registration No. **25,688**

Signature
2/29/00
Date
Total number of pages including cover sheet, attachments and document **8**

OMB NO. 0651-0011 (exp. 4/94)
Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents and Trademarks, Box Assignments
Washington, D.C. 20231

full and complete jurisdiction of the parties and the subject matter of this action.

2. Defendants executed and delivered to Bank the Promissory Notes attached to the Petition as Exhibits "A" through "F".

3. Defendants executed and delivered to Bank the Security Agreement attached to the Petition as Exhibit "G".

4. The Bank is the owner and holder of the Promissory Notes and Security Agreement and Defendants are in default under the terms of those documents.

5. As of May 15, 1997, the following sums were owed to Bank under the Promissory Notes:

Principal Balance:	\$109,000.00
Interest through 5/15/97:	<u>35,002.74</u>
TOTAL due as of 5/15/97:	\$144,002.74

The per diem interest accruing after May 15, 1997 is \$32.85 per day at the 11.0% per annum rate stated in the Promissory Notes.

6. Pursuant to the Security Agreement, Defendants executed a Security Agreement in writing in favor of Bank pledging the following assets as security for the loans in favor of Bank:

Inventory; Equipment; Accounts; Instruments; Documents; Chattel Paper and Other Rights to Payment; General Intangibles; Government Payments and Programs; together with proceeds and products of all of the foregoing.

Among the assets of Defendants is a certain patent, being Patent No. 5,359,952 issued by the United States Patent Office, regarding a certain waterborne container carrier. All of the foregoing described property subject to the Security Agreement, including the said patent, is hereinafter referred to as the

"Personal Property." Personal Property does not include Victor J. Klundt's personal household goods and furnishings and does not include Victor J. Klundt's pension or disability payments.

7. The interest of the Defendants in and to the Personal Property is junior, inferior and subordinate to the security interest given to Bank.

8. The Promissory Notes and the Security Agreement further provide for the award of Bank's attorney's fees and the Court finds based upon the affidavit submitted by counsel for Plaintiff that \$1,654.74 is a reasonable sum to be awarded for attorney's fees and expenses in the above captioned matter.

IT IS THEREFORE ORDERED, ADJUDGED and DECREED that judgment is rendered in favor of Plaintiff, Buffalo Savings Bank, and jointly and severally against Defendants Barto International, Inc., Barto, Inc. and Victor J. Klundt in the amount of \$144,002.74, together with interest on the principal portion thereof (being \$109,000) at the rate of 11% percent per annum from and after May 15, 1997 (being \$32.85 per day), and together with \$1,654.74 for Plaintiff's attorney's fees, together with interest thereon at the statutory rate from and after the entry of this judgment; and for the accrued and accruing costs of this action and for all costs hereafter accruing.

IT IS FURTHER ORDER, ADJUDGED and DECREED that judgment is hereby rendered against the Personal Property and that said judgment is hereby established and declared to be a first, superior and paramount lien against said Personal Property and that all right, title and interest in and to said Personal

Property that the Defendants may claim or have therein is hereby declared to be subsequent, inferior, subordinate and junior to the right, title, interest, claim and lien of the Plaintiff herein and that Plaintiff's Security Interest is hereby foreclosed.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that a special execution for the sale of the Personal Property described herein, or so much thereof as may be necessary to satisfy Plaintiff's judgment, together with interest and all costs accrued and accruing, and that the Security agreement is hereby foreclosed against all of the right, title and interest of the Defendants, and all persons claiming by, through or under them, and they are forever barred and foreclosed of all right, title and interest in and to the Personal Property described herein.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that in the event the proceeds from the sale exceed the amount necessary to satisfy Plaintiff's judgment, including interest and costs, the excess shall be paid to the Clerk of Court and distributed as the Court may determine hereafter.

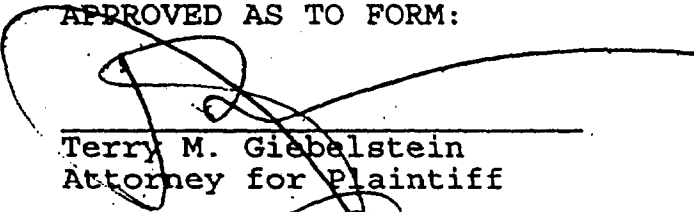
IT IS FURTHER ORDERED, ADJUDGED and DECREED that following the Sheriff's Sale that the Personal Property, or so much thereof as is sold, be conveyed to the purchaser at the Sheriff's Sale.

The Court hereby retains jurisdiction of the parties and the subject matter hereof for the purposes of making further orders, judgments and decrees as may be required hereafter.


This Order entered the date first stated above.

(S) Judge Peter
JUDGE, Seventh Judicial District

APPROVED AS TO FORM:



Terry M. Giebalstein
Attorney for Plaintiff



H. J. Dane, Attorney for
Defendants

STATE OF IOWA
SCOTT COUNTY

Iowa District Court
Scott County
Case No. EQ91241

SHERIFF'S CERTIFICATE OF PURCHASE

PLAINTIFF

Buffalo Savings Bank

VS.

DEFENDANT (Judgment Debtor)

Barto International Inc. & Barto Inc. & Victor J. Klundt

A judgment was rendered in the above named case on August 27, 1999. An Execution was issued on 12-16-99 by the above court to the Sheriff of Scott County. After legal notice, I sold the real estate described:

Legal Description:

A certain patent being patent no. 5,359,952 issued by The United States Patent Office, regarding a certain Certain Waterborne Container Carrier

to Buffalo Savings Bank

the highest bidder, for \$ 110,000.00, (having first offered same in parcels and then en masse.) Unless redemption is made (no redemption period), said purchaser(s), their heirs or assigns (will be) (are) entitled to a deed conveying all right, title and interest of said defendants in and to said real estate.

No Redemption (Deed Issued)

Date January 14, 2000

MIKE BLADEL
Sheriff

SCOTT
County

By *Mike Bladel*

Deputy

Form No. ISD 006 (1/90)

*12/92 By American Graphics, Inc., Cedar Rapids, Iowa 52402, 319-363-3040

ASSIGNMENT

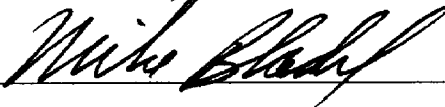
WHEREAS, Barto International, Inc., an Iowa Corporation, and Barto Inc, an Iowa Corporation, and Victor J. Klundt, of Bainbridge, Georgia, is the current owner of a certain patent being patent number 5,359,952 issued by the United States Patent Office, regarding a certain waterborne container carrier

WHEREAS, I, Mike Bladel, Sheriff of Scott County, Iowa empowered by the laws of the state of Iowa to effect the transfer of property and assignments of franchises and choses in action pursuant to writs of execution am the legal representative of Barto International, Inc. and Barto Inc and Victor J. Klundt pursuant to a writ of execution issued pursuant to a judgment entered against Barto International Inc and Barto Inc and Victor J. Klundt in the case of Buffalo Savings Bank vs. Barto International Inc and Barto Inc and Victor J. Klundt, Case Number EQ91241, in the Iowa District Court in and for Scott County;

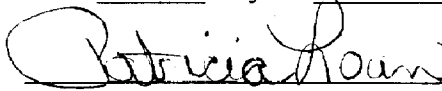
NOW, THEREFORE, Barto International Inc and Barto Inc and Victor J. Klundt pursuant to my action under said writ of execution hereby assigns and transfers to the assignee, Buffalo Savings Bank, of Buffalo, Scott County, Iowa, an Iowa Corporation and to the legal representatives, successors and assigns of the assignee, the entire right, title and interest in and to said invention, including said United States Letters Patent and all claims thereto, and to any patents or application for patents or legal equivalent thereof in any foreign country including the right to claim property.

IN WITNESS WHEREOF, I have hereunto set my hand this 17th day of January, 2000.

MIKE BLADEL, SHERIFF



STATE OF IOWA)
COUNTY OF SCOTT) SS
Subscribed and sworn to before me, a Notary
Public by the said Mike Bladel
This 17th day of January, 2000.



Notary Public in and for Scott County, Iowa

NOTARIAL PUBLIC
MY COMMISSION EXPIRES
4.24.02